

FINANCE COMMITTEE

APRIL 6, 2016

7:00 PM

Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Dan Kookan, Purchasing Manager

Re: Contract Award for Auditing Services – FY2017 (Value: \$116,500); Department: 126 Financial Services; Fund: General Fund Operating Budget; Accounting Classification 53 Professional and Technical Services (\$87,375); Department: 168 Solid Waste; Fund: Solid Waste; Accounting Classification 53 Professional and Technical Services (\$11,650); Department: 169 Waste Water; Fund: Waste Water; Accounting Classification 53 Professional and Technical Services (\$17,050)

From: Dan Kookan, Purchasing Manager

Re: Contract Award for Aquatic Herbicide Treatment for Mine Falls Park Mill Pond and Canal (Value: \$21,345); Department: 177 Parks and Recreation; Fund: Trust Mine Falls ETF Account Classification: 55 Other Services

From: Dan Kookan, Purchasing Manager

Re: Purchase of Playground Structures for Labine Park (Value: \$62,485); Department: 184 Urban Programs; Fund: Grant Activities: CDBG FY15 & 16 (\$50,952); Department: 177 Parks and Recreation; Fund: Prior Year Escrows Labine Park; Account Classification: 71 Structures (\$11,533)

From: Dan Kookan, Purchasing Manager

Re: Amherst Street Improvements – Charron Avenue to Diesel Road (Value: \$1,537,096) Department: 160 Admin/Engineering; Fund: Bond & Contributions Activity: Amherst Street Road & Traffic Improvements (\$1,392,477) Department: 160 Admin/Engineering; Fund: Trust Account Category: 61 Supplies & Materials (\$69,619); Department: 161 Street; Fund: General Activity: Paving (\$75,000)

From: Dan Kookan, Purchasing Manager

Re: Construction Phase Engineering Services for Amherst Street Improvements (Value: \$77,865) Department: 160 Admin/Engineering; Fund: Bond & Contributions Activity: Amherst Street Road & Traffic Improvements

From: Dan Kookan, Purchasing Manager

Re: FY16 Asphalt Testing (Value: \$23,600); Department: 161 Street; Fund: General; Activity: Paving Department: 161 Street; Fund: Trust; Account Category: 54 Property Services

From: Dan Kookan, Purchasing Manager

Re: 2016 Sewer Program (Value: \$1,108,975); Department: 169 Wastewater; Fund: Wastewater Activity: Sewer Rehab; Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures

From: Dan Kookan, Purchasing Manager

Re: Headworks Upgrade (Value: \$2,848,222); Department: 169 Wastewater; Fund: SRF Loan Activity: Headworks Upgrade

From: Dan Kookan, Purchasing Manager

Re: Construction Phase Services for Headworks Upgrade Project (Value: Not To Exceed \$323,300) Department: 169 Wastewater; Fund: SRF Loan; Activity: Headworks Upgrades – Engineering Services

From: Dan Kookan, Purchasing Manager

Re: Change Order #1 for the Purchase of Polymer (Value: \$130,000); Department: 169 Wastewater;
Fund: Wastewater; Account Classification: 61 Supplies & Materials

From: Dan Kookan, Purchasing Manager

Re: Change Order #1 for Additional Work for Newton Drive Forcemain (Value: \$5,400); Department: 169
Wastewater; Fund: Wastewater; Account Classification: 54 Property Services

UNFINISHED BUSINESS – None

NEW BUSINESS – RESOLUTIONS

R-16-020

Endorser: Mayor Jim Donchess

**AUTHORIZING AN AGREEMENT TO RESTRUCTURE THE DEBT OF CLOCKTOWER HOUSING
ASSOCIATES LIMITED PARTNERSHIP**

NEW BUSINESS – ORDINANCES – None

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

NON-PUBLIC SESSION

ADJOURNMENT



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016

Memo #16-120

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR AUDITING SERVICES – FY2017 (VALUE: \$116,500)
DEPARTMENT: 126 FINANCIAL SERVICES; FUND: GENERAL FUND OPERATING
BUDGET; ACCOUNTING CLASSIFICATION 53 PROFESSIONAL AND TECHNICAL
SERVICES (\$87,375)
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE; ACCOUNTING
CLASSIFICATION 53 PROFESSIONAL AND TECHNICAL SERVICES (\$11,650)
DEPARTMENT: 169 WASTE WATER; FUND: WASTE WATER; ACCOUNTING
CLASSIFICATION 53 PROFESSIONAL AND TECHNICAL SERVICES (\$17,050)

The Financial Services Division is seeking approval to extend the existing contract with Melanson Heath & Company for services to audit the City's general-purpose financial statements and schedules. Attached to this communication is a memo from CFO John Griffin and Accounting Manager Rosemarie Evans supporting the proposal to extend the contract.

We are seeking your approval to extend the contract for one year (FY16) with an option to renew for an additional year (FY17) pursuant to NRO § 5-84 (A) (7), "Purchases under extensions of contracts when no price increase exceeds 10% per year".

The award is contingent pursuant to NRO § 5-74 (B) which states that a contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Financial Services Division, Chief Financial Officer, and this Purchasing Department recommend extending the contract in the amount of **\$116,500** with **Melanson Heath & Company of Nashua, NH**.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: J. Griffin R. Evans D. Fredette



City of Nashua

Office of the Chief Financial Officer
229 Main Street - Nashua, NH 03060

(603) 589-3171
Fax (603) 589-3233

To: Mayor Jim Donchess
From: John L. Griffin, Chief Financial Officer
Date: March 16, 2016
Subject: Recommendation to Extend Melanson Heath & Company Contract

The purpose of this communication is to recommend extending the existing contract with Melanson Heath & Company for services to audit the City's general-purpose financial statements and schedules for the next two fiscal years ended June 30, 2016 and June 30, 2017.

During the past four years, this firm has provided audit services for the Lawson Financial Systems including GL, A/P, Payroll, Procurement, Cash Receipts and Fixed Assets. Melanson Heath's familiarity with the former ADMINS system and the new Lawson Systems has proven to be most helpful.

As the City continues to convert several of its critical legacy systems from ADMINS to newer systems, the institutional knowledge of the audit firm of the systems is important. During the next two fiscal years, we anticipate implementing the MUNIS property tax and utility billing systems.

In summary, given the continued migration of financial systems over the next two years, it is important to maintain the services from the incumbent external auditor – Melanson Heath & Company for continuity.

March 8, 2016

102 Perimeter Road
Nashua, NH 03063
(603) 882-1111
melansonheath.com

Mr. John Griffin
Chief Financial Officer
City of Nashua
229 Main Street
Nashua, NH 03061

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Dear Mr. Griffin:

You have requested that we audit the basic financial statements of the City of Nashua, New Hampshire as of June 30, 2016 and 2017 and for the years then ended, and the related notes to the financial statements. In addition, we will audit the City's compliance over major federal award programs for the years ended June 30, 2016 and 2017. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Funding Progress – Other Post-Employment Benefits
- Employer's Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Contributions
- Schedule of Changes in Net Pension Liability
- Schedule of Net Pension Liability
- Schedule of Contributions
- Schedule of Investment Returns

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the supplementary information in relation to the financial statements as a whole.

Also, the document we submit to you will include the introductory and statistical sections that will not be subjected to the auditing procedures applied in our audit of the financial statements. As part of our engagement, we will apply certain limited procedures to the introductory and statistical sections. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the introductory and statistical sections.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards* of the Comptroller General of the United States of America; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will issue a written report upon completion of our audit of the City's June 30, 2016 and 2017 basic financial statements. Our report will be addressed to those charged with governance of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's June 30, 2016 and 2017 major federal award program(s) compliance will be made in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and will include tests of accounting records, a determination of major programs in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget Circular A-133 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Circular A-133.

Also, as required by Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial

reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;

3. For safeguarding assets;
4. For identifying all federal awards expended during the year including those received prior to December 26, 2014, and those received in accordance with 2CFR200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards generally received after December 26, 2014;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
8. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
9. For submitting the reporting package and data collection form to the appropriate parties;
10. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
11. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
12. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
13. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information

and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including your understanding of your responsibilities as defined in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees

Scott C. McIntire, CPA, is the engagement officer for the audit services specified in this letter. Those responsibilities include supervising the City's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. Our fees for audit services for the years ended June 30, 2016 and 2017 will be \$116,500 and \$117,500 respectively. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

With respect to any nonattest services we perform, which may include assistance with the compilation of financial statements, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Melanson Heath and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Melanson Heath's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available upon request for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Scott C. McIntire, CPA
Vice President

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Nashua, New Hampshire by:

Name: _____

Title: _____

Date: _____



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016
Memo #16-121

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR AQUATIC HERBICIDE TREATMENT FOR MINE FALLS
PARK MILL POND AND CANAL (VALUE: \$21,345)
DEPARTMENT: 177 PARKS AND RECREATION; FUND: TRUST MINE FALLS ETF
ACCOUNT CLASSIFICATION: 55 OTHER SERVICES

Please see the attached communication from Nicholas Caggiano, Superintendent Parks and Recreation dated March 24, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (4) Sole-source procurements, where the proposed purchase is manufactured by only one company.

The Superintendent of the Parks and Recreation Department, the Mine Falls Advisory Committee, the Waterways Manager, Board of Public Works (March 24, 2016) and the Purchasing Department recommend awarding this contract in an amount of **\$21,345** to **Solitude Lake Management of Shrewsbury, MA.**

Respectfully,

Dan Kookan

Purchasing Manager

Cc: N Caggiano L Fautex M Mineau

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016

From: Nicholas Caggiano - Superintendent
Parks and Recreation Department

Re: Aquatic Herbicide Treatment for Mine Falls Park Mill Pond and Canal.

B. Motion: To approve the purchase of aquatic invasive weed treatment services from Solitude Lake Management of Shrewsbury, MA. for the sum \$21,345. Funding will be through Department: 177 Park and Recreation; Fund: Trust Mine Falls ETF Account Classification: 55 Other Contracted Services.

Attachments: Proposal and map.

Discussion: The proposal will treat the aquatic invasive weeds in the Mine Falls Mill Pond and Power Canal. The proposed plan will include the permitting and treatment of the waterbodies in June at the time of plant emergence. The treatment of these weeds will improve the overall health of these of the Mill Pond and Canal and will provide residents with improved recreational opportunities.

The Mill Pond and Canal were treated back in 2012 and 2014. The treatment produced very good results. The Master Plan developed for these water bodies by DES recommended the use of these treatments to reduce the spread of these invasive weeds

The vendor is one of the few vendors in New England licensed to treat water bodies in NH. The vendor has worked closely with NH DES, Fish & Game, and the NH Department of Agriculture Division of Pesticide Control. It is the recommendation of the Superintendent, the Mine Falls Advisory Committee and the Waterways Manager that the purchase be awarded to **Solitude Lake Management of Shrewsbury, MA. in the amount of \$21,345.**



THE CITY OF NASHUA

Division of Public Works


Parks & Recreation Department

"The Gate City"

MEMORANDUM

Date: March 14, 2016

To: Dan Kooker Purchasing Manager

From: Nicholas Caggiano Superintendent Parks and Recreation 

Subject: 2016 Proposed Aquatic Weed Treatment of the Mine Falls Park Mill Pond and Canal

This proposal will treat the aquatic invasive weeds in the Mine Falls Mill Pond and Canal. The proposed plan will include the permitting and treatment of the waterbodies in June at the time of plant emergence. The treatment of these weeds will improve the overall health of the Mill Pond and Canal and will provide residents with improved recreational opportunities. This treatment will help stop the spread of invasive weeds in these waterbodies, and create a more thriving environment for the water wildlife. The results will improve the water quality of the site and provide enhanced opportunities for recreation.

The treatment was previously done in 2012 and 2014 with great success. The Master Plan developed for these waterbodies by DES recommended the use of these treatments to reduce the spread of these invasive weeds.

The vendor will be a sole source Solitude Lake Management formally Aquatic Control Technologies (ACT) did the previous treatment and is the licensed recommended vendor by the NH DES. The vendor is one of the few vendors in New England licensed to treat waterbodies, and has worked closely with NH DES, NH Fish and Game and the NH Department of Agriculture Pesticide Control Division.

It is the recommendation of the Superintendent, the Mine Falls Advisory Committee, and the Waterways Manager that the purchase be awarded to Solitude Lake Management of Shrewsbury MA.



City of Nashua *Service Agreement*

Aquatic Herbicide Treatment For Mine Falls Park Mill Pond and Canal

SERVICE AGREEMENT between Solitude Lake Management with its office located at 590 Lake Street in Shrewsbury, MA 01545 (hereinafter "**VENDOR**") and The City of Nashua, New Hampshire (hereinafter "**OWNER**").

This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

The intent of the Agreement is to include all items necessary for the proper execution and completion of the work by the **VENDOR**.

The **VENDOR** shall complete the following work for the **OWNER**:

Treatment of aquatic invasive weeds in Mine Falls Mill Pond and Power Canal per **VENDOR** proposal dated February 24, 2016 and attached as Exhibit A (the "**WORK**").

Invoicing shall be in accordance with the attached, **Exhibit A**, which the **OWNER** has accepted and approved. **VENDOR** shall start work upon receipt of this executed Service Agreement and issuance of a valid City of Nashua Purchase Order. (the "**WORK**").

The **OWNER** agrees to pay the **VENDOR** the sum of:

Twenty-One Thousand Three Hundred Forty-Five 00/100 Dollars (\$ 21,345.00)

Payment shall be made approximately **30** days from the time the payment application is received by the **OWNER** depending upon the timing of submittals and approvals. Application for Payment performed under this agreement shall be submitted directly to:

City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn:

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.



City of Nashua Service Agreement

VENDOR shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit;
 *Coverage must include all owned, non-owned and hired vehicles.
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

VENDOR and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

VENDOR shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by **VENDOR** are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **VENDOR** under the contract. The **OWNER** shall not maintain any insurance on behalf of **VENDOR**. Subcontractors are subject to the same insurance requirements as the **VENDOR** and it shall be the **VENDOR's** responsibility to ensure compliance of this requirement.

The parties agree that **VENDOR** shall have the status of and shall perform all work under this agreement as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this agreement is between the **OWNER** and **VENDOR**, and nothing in this agreement shall create any contractual relationship between the **OWNER** and **VENDOR's** consultants, sub consultants, contractors. The parties also agree that **VENDOR** is not a City employee and that there shall be no:

1. Withholding of income taxes by the **OWNER**;
2. Industrial insurance coverage provided by the **OWNER**;
3. Participation in group insurance plans which may be available to employees of the **OWNER**;
4. Participation or contributions by either the **VENDOR** or the **OWNER** to the public employees retirement system;
5. Accumulation of vacation leave or sick leave provided by the **OWNER**;
6. Unemployment compensation coverage provided by the **OWNER**.

VENDOR will provide the **OWNER** with certificates of insurance for coverage, as listed, and endorsements affecting coverage required by the Agreement. The **OWNER** requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance. **VENDOR** is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, **VENDOR** must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.



City of Nashua Service Agreement

- The specified insurance requirements do not relieve **VENDOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **VENDOR** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by **OWNER** shall be called upon to contribute to a loss.
- **VENDOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **VENDOR** or anyone employed, directed, or supervised by **VENDOR**.

Regardless of any coverage provided by any insurance, **VENDOR** agrees to indemnify and shall defend and hold harmless the **OWNER**, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of **VENDOR** or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. **VENDOR's** indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

VENDOR warrants and guarantees to **OWNER**, for one (1) year, upon completion of work, that all Work will be in accordance with the Agreement and will not be defective. **VENDOR's** warranty and guarantee hereunder excludes defects or damage caused by:

- Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
- Normal wear and tear under normal usage.

If the **VENDOR** defaults or neglects to carry out the Work in accordance with this Agreement and fails within a two day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies.

The **VENDOR** warrants to the **OWNER** that (1) the Work will be free from defects not inherent in the quality required or permitted; and (2) the Work will conform to the requirements of the Agreement.

The **OWNER** shall have no responsibility for the payment of money to any Subcontractor or material supplier.

The **OWNER** shall not supervise or directly control the work of the **VENDOR**. The **OWNER** does reserve the right to inspect the work being performed and to determine whether it is being performed in a good and "workmanlike" manner. The **VENDOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the Agreement. The **VENDOR** shall bear the cost of correcting such rejected work.

The **OWNER** can terminate this Agreement at any time and pay the **VENDOR** a prorated amount for all service performed up to that date.



City of Nashua Service Agreement

The laws of the State of New Hampshire shall govern this Agreement exclusively and any litigation to this Agreement shall be brought to a court located in the State of New Hampshire.

The agreement, along with the executed OWNER's Purchase Order, are subject to the City of Nashua Standard Terms and Conditions, which are available on the City's website at www.nashuanh.gov/purchasing.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

(signature)

James Donchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date

February 24, 2016

Nick Caggiano, Superintendent
Nashua Parks and Recreation Department
Greeley Park
100 Concord Street
Nashua, NH 03064

Re: 2016 Proposal/Agreement for an Herbicide Treatment Program to Control Invasive Aquatic Weed Growth in Mine Falls Pond & Canal in Nashua, New Hampshire

Dear Mr. Caggiano:

Please accept this as our Bid/Proposal for a treatment program to control invasive fanwort (*Cabomba caroliniana*), variable milfoil (*Myriophyllum heterophyllum*), Eurasian watermilfoil (*M. spicatum*) and several other invasive aquatic weeds in Mine Falls Pond & Canal in Nashua during the 2016 season.

INTRODUCTION AND RECOMMENDED TREATMENT APPROACH

SOLitude Lake Management (formerly Aquatic Control Technology) performed treatment programs using Clipper (flumioxazin) and Reward (diquat) herbicides at Mine Falls Pond & Canal during the 2014 season. Treatment provided rapid control of the targeted invasive submersed weeds and nuisance-level control was maintained for the majority of the summer season. Pre and post-treatment surveys documented that while the treatment provided excellent control of fanwort and milfoil species using the combination treatment approach. Given the success of this approach in 2014 we are recommending it again in Mine Falls Pond and Canal in 2016.

We have provided cost for treatment of Mine Falls Pond only (20 ac) as well as additional costs for treatment of an additional 10 acres in the Canal. Regardless, we will prepare the NH DPC permit application requesting approval to treat up to 30 acres in the pond and canal as necessary. Per acre cost for treatment have also been provided if less treatment area is required/requested.

SCOPE OF SERVICES

Permitting:

SOLitude will prepare and file a Special Permit application for this treatment project on behalf of the City. Tasks completed during permitting will include:

- Completing the Special Permit Application form and assembling the normal attachments.
- Updating the LTMP prepared by DES, if required.
- Completing all normal mailings and newspaper notifications required by the Special Permit.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any propriety information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Treatment:

SOLitude's New Hampshire licensed chemical applicators will apply USEPA/State registered chemical Clipper herbicide (100 ppb) and Reward herbicide (1 gal/acre) to the agreed upon infested portions pond and canal (20-30 acres estimated) in June of 2016. We suggest that the final areas/acreage to be treated be determined following a pre-treatment inspection in May.

A diluted liquid herbicide solution(s) will be applied using a calibrated spray system and injected subsurface using weighted hoses with an Airboat or conventional spray boat. A Differential/WAAS GPS system will be used during the application to insure that the herbicide is evenly applied throughout the designated treatment areas.

Chemical applications would be made pursuant to a special permit issued by the NH Division of Pesticide Control. Shorelines around the treatment area and for a 200-foot buffer distance would be posted with signs warning of the temporary water use restrictions immediately prior to treatment that provides warning of the temporary water use restrictions to be imposed.

Monitoring and Reporting:

SOLitude will complete the following monitoring and reporting tasks to comply with conditions of the Special Permit.

- Perform pre and post treatment surveys of treatment areas.
- Arrange to have the post-treatment herbicide monitoring conducted by an independent, state-certified laboratory.
- Prepare and submit a year-end report.

TENTATIVE SCHEDULE OF PERFORMANCE - 2016

- Prepare and file Special Permit Application with NH DPC January/February
- Pre-treatment survey.....May
- Chemical treatments..... June
- Post-treatment inspections and reporting.....June-October

CLIENT RESPONSIBILITIES

It would be the City's Responsibility for compliance and assistance with the following:

- Provide an accurate and current list of all abutting property owners to each treatment area (those located within 200 feet), a copy of the municipal tax maps that show all the abutting parcels, and an updated inventory of water source (i.e. wells or intakes) for the abutting properties
- Identify and provide names and addresses of any property owners with direct water intakes located within 1200 feet of the proposed treatment areas.
- Identify locations of any community or public wells and their proximity to the treatment areas.
- Providing alternate water to abutters that may have to restrict their water use for drinking or irrigation following treatment, if requested and required.
- Provide a copy of the updated Long-Term Vegetation Management Plan prepared by DES.
- If possible, assist with posting on the day of treatment; or post the lake in advance of treatment. SOLitude will provide pre-printed posters.



COST AND PAYMENT SCHEDULE

The total cost of the chemical treatment program, broken down by task, is listed below.

Herbicide Application in June

Task	Description	20 acres Mine Falls POND only	30 acres Mine Falls POND and up to 10 acres in CANAL
1	Prepare and file Special Permit application with NH DPC (inclusive of all required direct and certified mailings to a maximum of 60 abutters and publication of 3 newspaper notices) ¹	\$1,500	\$1,635
2	Perform combination chemical treatment with Clipper (100 ppb) and Reward (1 gal/ac) to agreed up areas in the pond and/or canal (inclusive of all labor, chemical & equipment) ²	\$12,000	\$16,950
3	Pre and post-treatment surveys and submittal of the required written reporting to the State	\$700	\$700
4	Herbicide residue sample collection and analysis (assumes 2 analyses for each chemical and 2 sample collection dates from one location are required) ³	\$2,060	\$2,060
	Herbicide Application Program Total	\$16,260	\$21,345

¹ Any changes to the 2016 permitting process (i.e. requirements for additional information, different notification requirements, different survey and monitoring requirements, etc.) may incur additional cost. Should a Public Hearing be requested, there will be additional charge of: \$500 for SÖLitude to prepare for and attend the Public Hearing plus any direct costs associated with mailing (certified mail at \$7.50 per piece).

² Should less acreage require treatment than is listed in bid map, the treatment cost will be calculated using the following formula:

Base cost for certified applicator labor, equipment and mobilization	\$2100
Per acre unit cost (note: higher application rates will carry a higher per acre cost)	\$495

³ Requirements for additional sampling will carry additional costs of \$800 per sample for analysis of flumioxazin and diquat and \$300-\$600* (*weekend rate) per round for sample collection and delivery to the lab.

Payment of the project total shall be made as follows:

- All tasks to be billed upon completion.

Payment is due within 30 days of receipt of an invoice. Please contact us in advance if an alternative payment schedule is required.

GENERAL CONDITIONS

- Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.



- Company will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
- Company is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
- Company will maintain general liability and workman's compensation insurance.
- Company shall be reimbursed by the Client for any non-routine expenses, administrative fees, compliance fees, or any other similar expenses that are incurred as a result of requirements placed on the Company by the Client that are not covered specifically by the written specifications of this contract.
- Neither party may assign this Agreement without the written consent of the other party; provided, that Company may assign this Agreement upon the merger, reorganization, consolidation, change of control or sale of all or substantially all of the assets of Company. This Agreement shall insure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- The Client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the Client.
- The Client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

In the unforeseen event that the NH DPC does not issue a permit for a timely treatment program, you would be obligated to only pay for work and expenses performed on Task 1 (permitting). Our ability to proceed with this treatment program is naturally contingent upon timely receipt of the required NH DPC approved permits. Specific, mutually agreeable date(s) for chemical treatment will be scheduled with you in advance and prior to permitting.

If the City decides to proceed this project, please return a signed copy of this Proposal/Agreement or send a Purchase Order to our office at your earliest convenience. If you have questions or need any additional information please do not hesitate to contact our office.

We look forward to assisting the City of Nashua with invasive aquatic plant control efforts at Mine Falls Pond and Canal again in 2016. We are confident that our recommended treatment approach will provide another year of effective invasive plant control and will help lay the groundwork for an affordable maintenance treatment program in subsequent years.

CONTRACT PRICE **\$16,220-\$21,345**

PAYMENT TERMS: Tasks will be invoiced upon completion

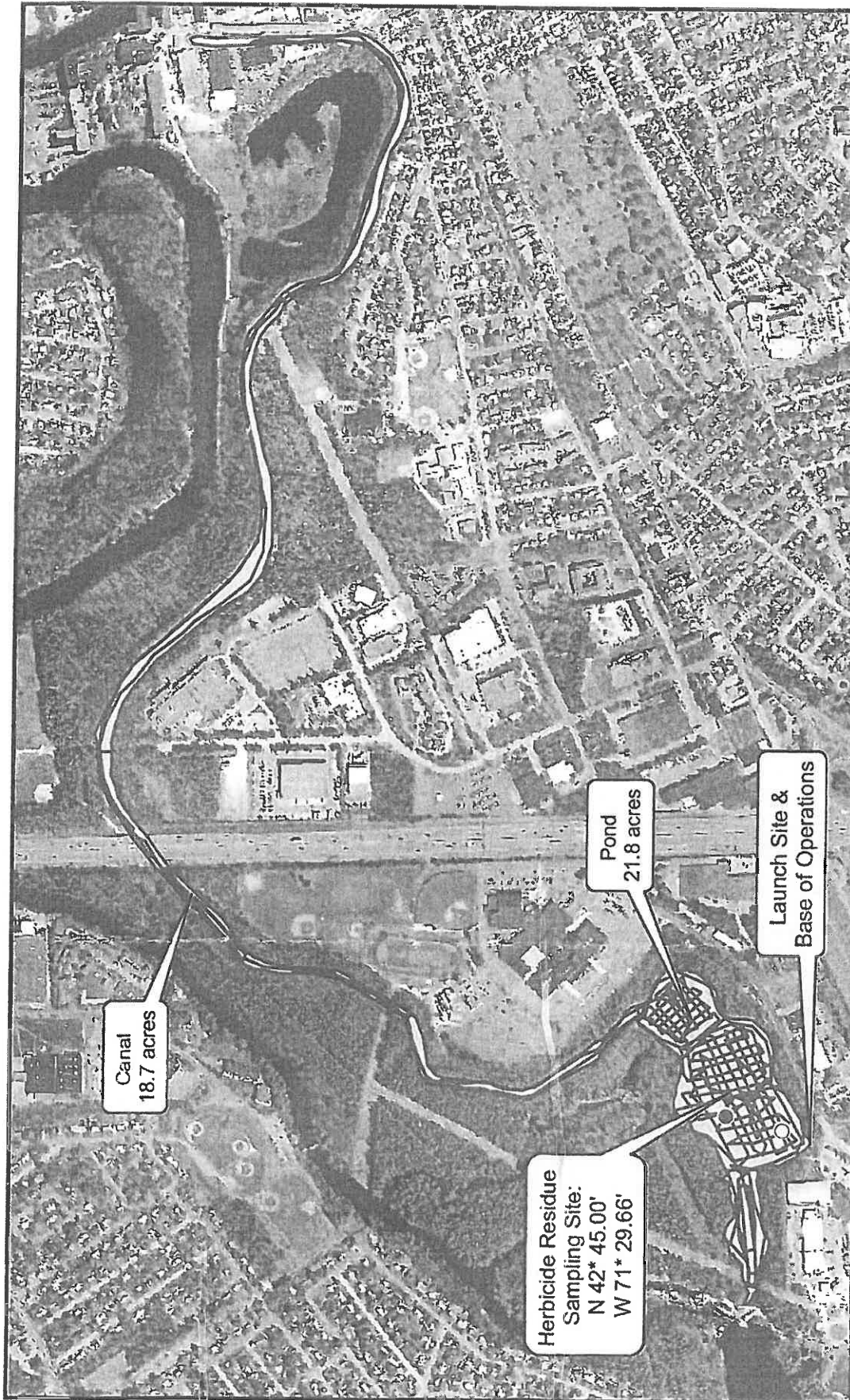
APPROVED:

SOLitude Lake Management®

(Authorized Signature)

(Print Name and Title)

(Date)



Canal
18.7 acres

Pond
21.8 acres

Launch Site &
Base of Operations

Herbicide Residue
Sampling Site:
N 42° 45.00'
W 71° 29.66'

AQUATIC CONTROL TECHNOLOGY, INC.
11 JOHN ROAD
SUTTON, MASSACHUSETTS 01550
PHONE: (508) 865-1000
FAX: (508) 865-1220
WEB: WWW.AQUATICCONTROLTECH.COM

Legend:

- millINH_actuat_treat_062112
- minefalls_treat_2012

Treatment area: 40.5 acres total (Pond 21.8 acres, Canal 18.7 acres)

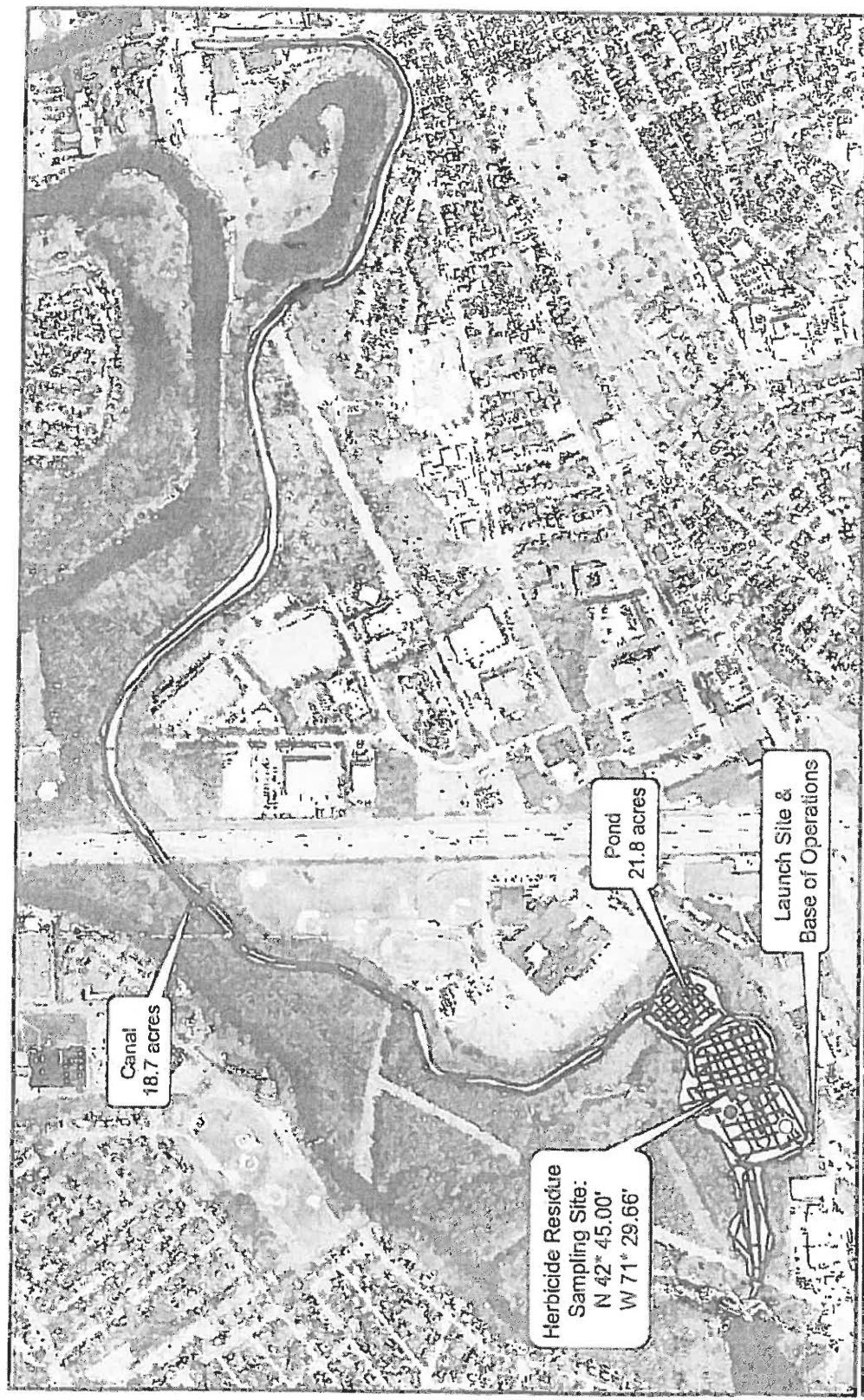
- 3 day sample location
- 5 day sample location

0 500 1,000 2,000 3,000 Feet

MINE FALLS POND & CANAL
Nashua, NH

2012 ACTUAL
Treatment Map

FIGURE:	SURVEY DATE	MAP DATE:
	6/21/12	10/10/12



AQUATIC CONTROL TECHNOLOGY, INC.
 11 JOHN ROAD
 BUTTICK, MASSACHUSETTS 01509
 PHONE: (508) 663-1000
 FAX: (508) 663-1220
 WEB: WWW.AQUATICCONTROLTECH.COM

Legend:

- milINH_actualltreat_062112
- minefalls_treat_2012

Treatment area: 40.5 acres total (Pond 21.8 acres, Canal 18.7 acres)

- 3 day sample location
- 5 day sample location

0 500 1,000 2,000 3,000 Feet

MINE FALLS POND & CANAL		Nashua, NH	
2012 ACTUAL		Treatment Map	
FIGURE:	SURVEY DATE	MAP DATE	
	6/21/12	10/10/12	



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016
Memo #16-122

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF PLAYGROUND STRUCTURES FOR LABINE PARK (VALUE: \$62,485)
DEPARTMENT: 184 URBAN PROGRAMS; FUND: GRANT
ACTIVITIES: CDBG FY15 & 16 (\$50,952)
DEPARTMENT: 177 PARKS AND RECREATION; FUND: PRIOR YEAR ESCROWS
LABINE PARK
ACCOUNT CLASSIFICATION: 71 STRUCTURES (\$11,533)

Please see the attached communication from Nicholas Caggiano, Superintendent Parks and Recreation dated March 24, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures** A. (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

This pricing for the structures is from the Massachusetts Higher Education Contract of which Nashua is a member.

The Superintendent of the Parks and Recreation Department, Board of Public Works (March 24, 2016) and the Purchasing Department recommend awarding this purchase in an amount of **\$62,485 to M.E. O'Brien & Sons Inc. of Medfield, MA.**

Respectfully,



Dan Kookan

Purchasing Manager

Cc: N Caggiano L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24 2016

From: Nicholas Caggiano - Superintendent
Parks and Recreation Department

Re: Purchase of Playground Structures for Labine Park.

A. Motion: To approve the purchase of the playground Structure for Labine Park through the Massachusetts Higher Education Contract B14 from M.E. O'Brien & Sons Inc. of Medfield, MA. in the amount of \$62,485. Funding will be \$50,952 through Department 184 Urban Programs; Fund: Grant; Activities: CDBG FY 15 & 16, and \$11,533 from Department 177 Parks and Recreation; Fund: Prior Year Escrows Labine Park. Account Classification: 71 Structures.

Attachments: Quotation, and Playground Layout

Discussion: The structure being purchased is based on the input from the Legacy Playground Group, some of the pieces used at the Sargent's Ave playground and the concepts that were seen by the Director and Superintendent touring playgrounds recommended by Jennifer Brooke of the Institute for Human Centered Design. The bid for the site work and installation of these structures as part of a community build is currently out to bid. The purchased structures have a 4-6 week lead time which will have it ready for the start of the project. The project is scheduled to begin in mid-June and is scheduled for completion in early September. The pricing for the structures is from the Massachusetts Higher Education Contract of which Nashua is a member.

Based on the past history of the company and the structures that M. E. O'Brien has provided the City of Nashua in the past it is the recommendation of the Park & Recreation Department to award this purchase to **M.E. O'Brien & Sons of Medfield MA. in the amount of \$62,485.**



M.E. O'Brien & Sons, Inc.
93 West Street – P.O. Box 650 / Medfield, MA 02052
Phone: 508-359-4200 / Fax: 508-359-2817
SDO CERTIFIED WBE

PAGE 1 OF 2

QUOTATION

Date: March 10, 2016

Job: Legacy Playground

Location: Nashua, New Hampshire

Salesman: Joel St. Pierre, CPSI, Park & Playground Consultant/gmc (Joel_StPierre@obrienandsons.com)

Attention: Nick Caggiano

Tel.:

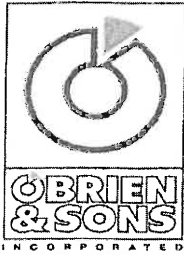
E-mail: caggiano@nashuanh.gov

We are pleased to offer our quotation on the following for the above subject job:

<u>QTY.</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	173594	Log Crawler	\$4,982.00
1	194704	Boogie Board	\$1,880.00
1	164075B	Double Bobble Rider	\$1,574.00
1	173952	Oodle Swing	\$4,300.00
1	173591	Omni Spinner	\$6,242.00
1	205800A	Topsy Turny Spinner	\$3,770.00
1	177332A	Single Post Swing with Two #176038A Full Bucket Seat with Chain	\$1,500.00
1	177330A/ 177331A	5" Arch Swing Bay with Additional Bay and #174018A Belt Seats with Chain	\$4,122.00
1	186490	We-Saw	\$8,098.00
1		Custom #124863G Slidewinder Hill Slide	\$3,868.00
1		Custom #190857C Double Stainless Steel Hill Side	\$5,536.00
1	CL206619	Custom Hill Net Climber	\$9,800.00
4	186588	Kaleidoscope Bench without Back	\$2,613.00
Freight for all of the above:			\$4,200.00

- ❖ MHEC B14
- ❖ Massachusetts Higher Education Contract B14

\$62,485



M.E. O'Brien & Sons, Inc.
93 West Street – P.O. Box 650 / Medfield, MA 02052
Phone: 508-359-4200 / Fax: 508-359-2817
SDO CERTIFIED WBE

PAGE 2 OF 2

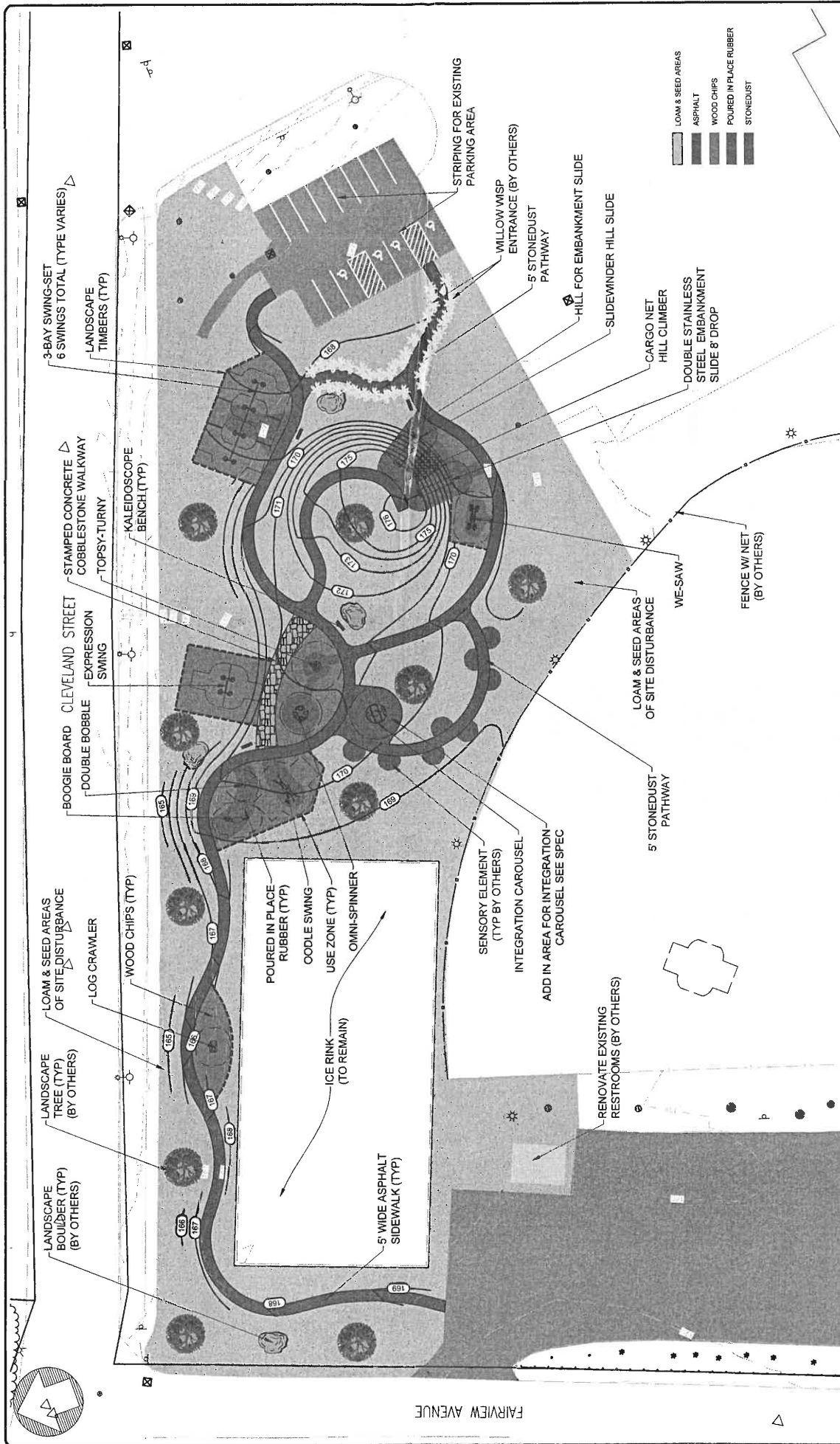
QUOTATION

Date: January 22, 2016
Job: Legacy Playground
Location: Nashua, New Hampshire
Salesman: Joel St. Pierre, CPSI, Park & Playground Consultant/gmc (Joel_StPierre@obrienandsons.com)
Attention: Nick Caggiano
Tel.:
E-mail: caggianon@nashuanh.gov

****PLEASE READ – IMPORTANT NOTES – PLEASE READ****

- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices quoted are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include off-loading, lift-gate (lift-gate is an additional charge) or inside delivery.
- Prices do NOT include sales tax, resilient surfacing, assembly or installation.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Prices are not using prevailing wages unless otherwise specified.
- Prices do NOT include cost for electrical cut outs or staining of tongue and groove roof decking unless otherwise noted.
- Standard manufacturer's design, colors, specifications, and construction apply.
- If ordered, inspect entire delivery carefully, making note on delivery receipt of ANY damage so a freight claim can be filed if damage is discovered after opening package(s).
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items.
- Our terms are: to be arranged – 1st order requires 50% deposit and execution of credit application.
- Allow 4 to 6 weeks for delivery of materials after receipt of order and architectural approval, if required.

If we can be of further assistance please do not hesitate to contact us. Thank you!



CITY OF NASHUA NEW HAMPSHIRE
CITY ENGINEER'S OFFICE
 9 RIVERSIDE STREET
 NASHUA, NEW HAMPSHIRE 03062

LEGACY PLAYGROUND
LABINE PARK
 PROPOSED WORK

DESIGNED BY: T. WATSON
 CHECKED BY: A. GILL
 DATE: _____

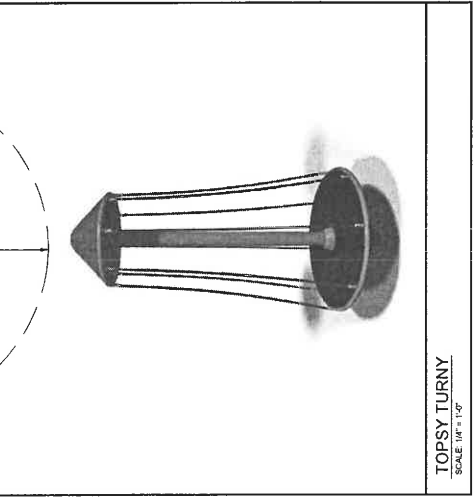
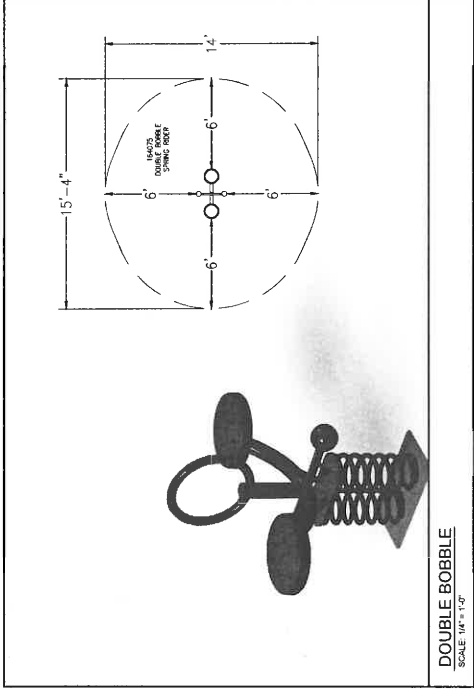
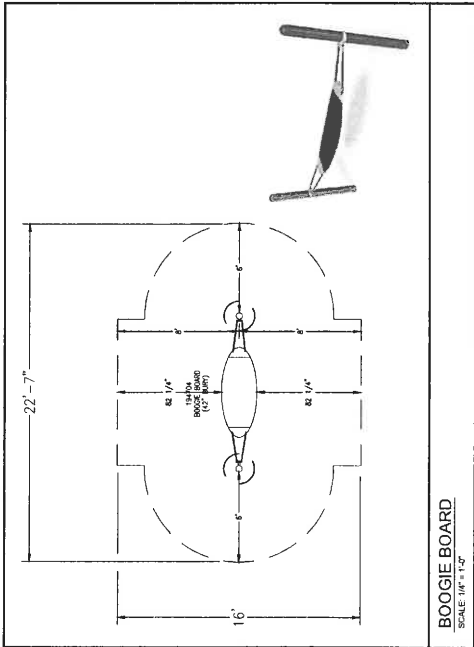
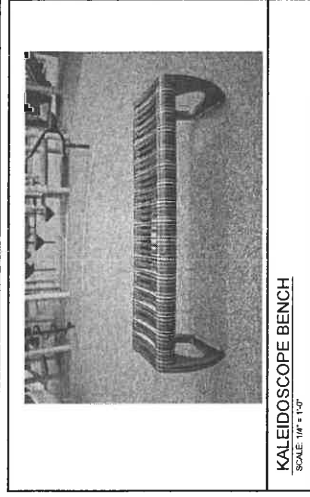
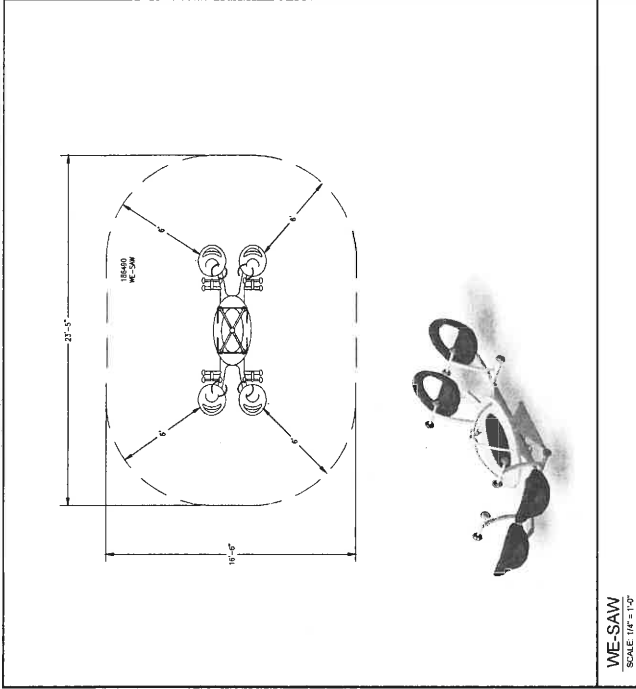
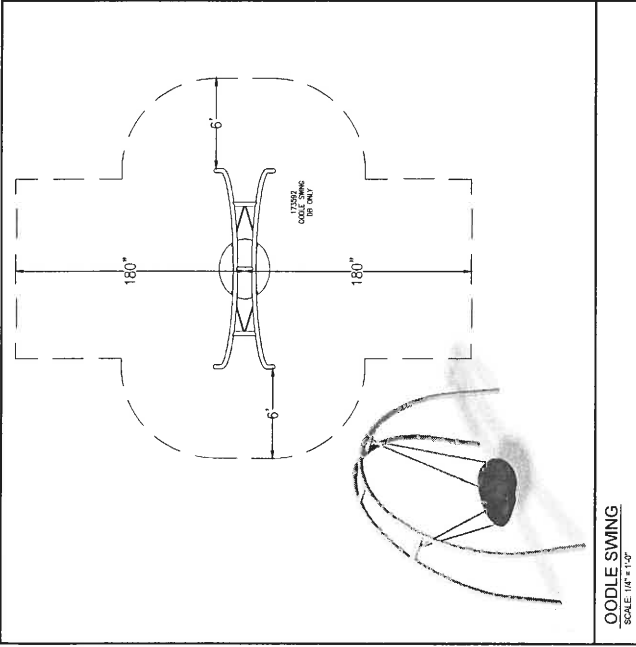
DATE: MARCH 2016
 SHEET: 3 OF 10

DESIGNED BY: T. WATSON
 CHECKED BY: A. GILL
 DATE: _____

DATE: MARCH 2016
 SHEET: 3 OF 10

DESIGNED BY: T. WATSON
 CHECKED BY: A. GILL
 DATE: _____

DATE: MARCH 2016
 SHEET: 3 OF 10



CITY OF NASHUA NEW HAMPSHIRE
CITY ENGINEER'S OFFICE
9 RIVERSIDE STREET
NASHUA, NEW HAMPSHIRE 03062

LEGACY PLAYGROUND
LABINE PARK
COMMUNITY BUILD

NO. _____

REVISION DESCRIPTION _____

DATE _____

DESIGNED BY: T. WATSON

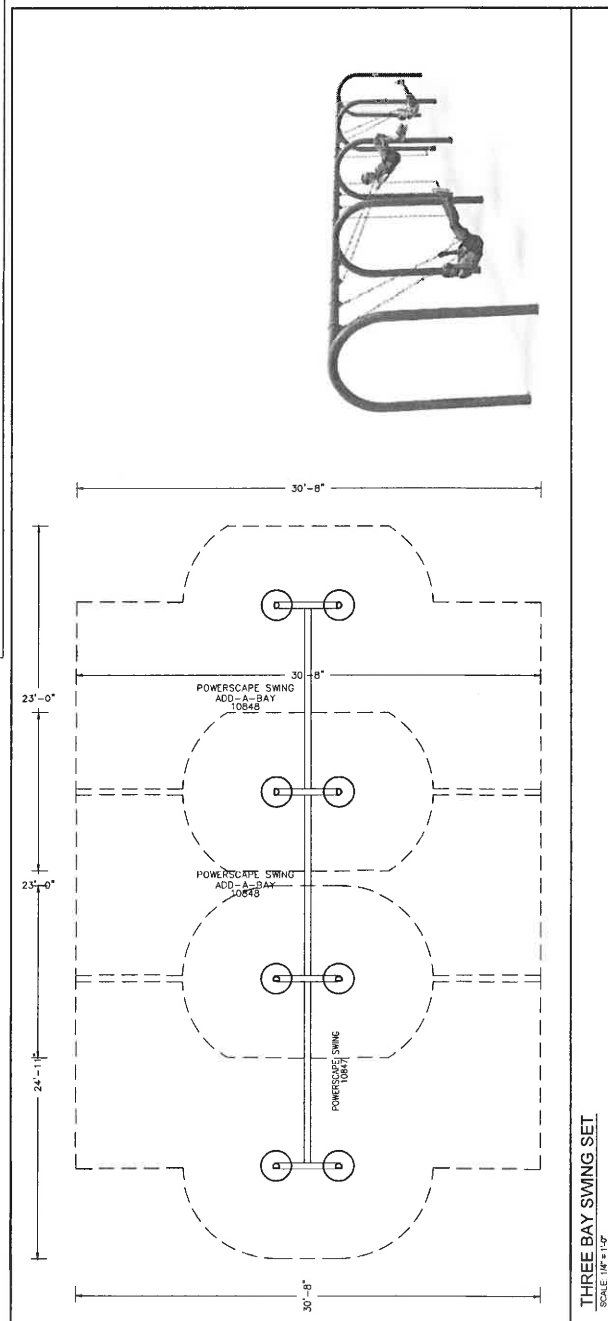
REVIEWED BY: A. GILL

DATE: MARCH 2016

SCALE AS NOTED

8 1/4" 16' 24' 32' 40' 48' 56' 64' 72' 80' 88' 96' 104' 112' 120' 128' 136' 144' 152' 160'

8 1/4" 16' 24' 32' 40' 48' 56' 64' 72' 80' 88' 96' 104' 112' 120' 128' 136' 144' 152' 160'



THREE BAY SWING SET

**CITY OF NASHUA NEW HAMPSHIRE
CITY ENGINEER'S OFFICE**
9 RIVERSIDE STREET
NASHUA, NEW HAMPSHIRE 03062



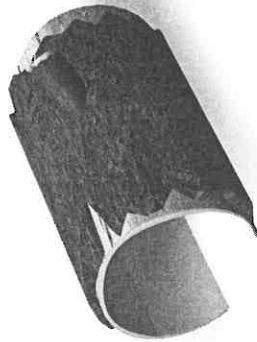
SCALE AS NOTED

NAME BY:	DATE BY:	REVIEWED BY:
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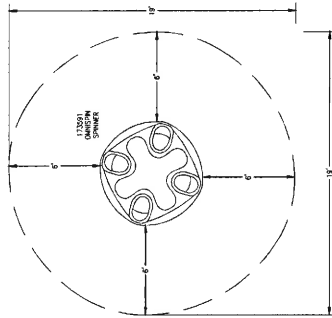


NASHUA, NEW HAMPSHIRE
PLAN OF
**LEGACY PLAYGROUND
LABINE PARK**
COMMUNITY BUILD

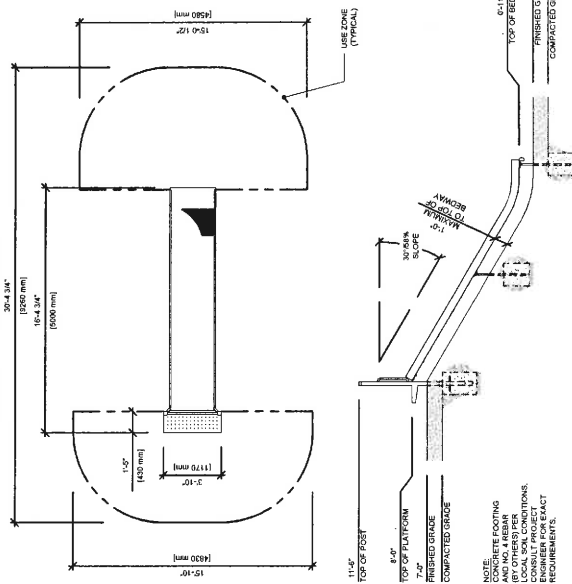
106 3 CLEVELAND 31 STREET	27 SHEET 8 OF 10
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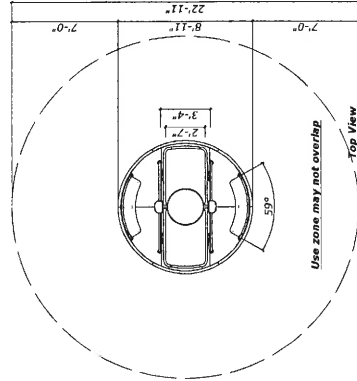
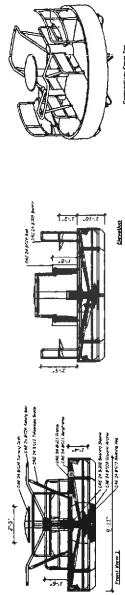
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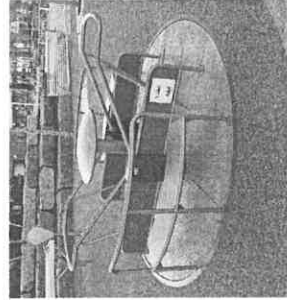
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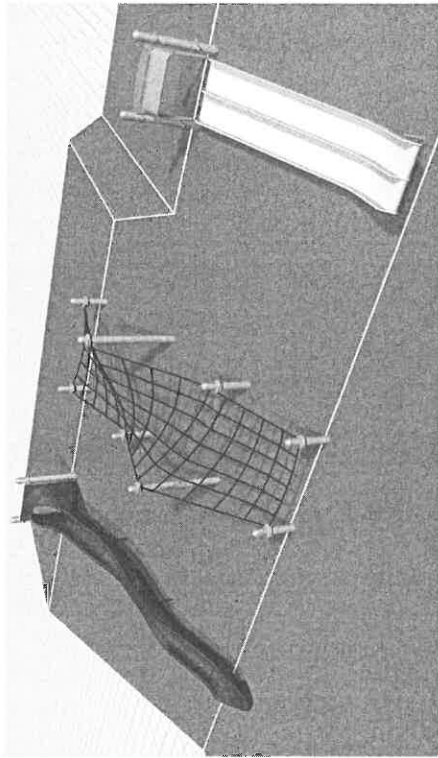


SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"





SLIDEWINDER, DOUBLE STAINLESS HILL SLIDE, AND HILL NET CLIMBER

SCALE NOT TO SCALE



CITY OF NASHUA NEW HAMPSHIRE
CITY ENGINEER'S OFFICE
9 RIVERSIDE STREET
NASHUA, NEW HAMPSHIRE 03062

NO.	REVISION DESCRIPTION	DATE



DRAWN BY: T. WELCH	DESIGNED BY:	REVIEWED BY: S. DOONAN
SCALE AS NOTED		



DATE
MARCH
2016

NASHUA, NEW HAMPSHIRE
PLAN OF
**LEGACY PLAYGROUND
LABINE PARK**
CONTRACTOR BUILD



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016

Memo #16-123

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: AMHERST STREET IMPROVEMENTS – CHARRON AVENUE TO DIESEL ROAD
(VALUE: \$1,537,096)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: BOND & CONTRIBUTIONS
ACTIVITY: AMHERST STREET ROAD & TRAFFIC IMPROVEMENTS (\$1,392,477)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: TRUST
ACCOUNT CATEGORY: 61 SUPPLIES & MATERIALS (\$69,619)
DEPARTMENT: 161 STREET; FUND: GENERAL
ACTIVITY: PAVING (\$75,000)

Please see the attached communication from Steven Dookran, P.E., City Engineer, dated March 24, 2016 for information related to this purchase.

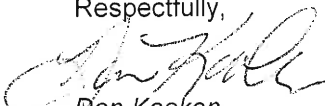
Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

RFP0851-121715 was sent to 19 potential vendors. 4 vendors attended the Mandatory Pre-Bid Meeting on held at 12/1/16 at 1:00PM. Two (2) bids were received and opened on December 18, 2015 with summary results shown below:

Continental Paving, Inc.	Londonderry, NH	Base Bid- \$1,561,475 night closures Alt 1- \$1,397,360 day & night closures
Brox Industries, Inc.	Dracut, MA	\$1,876,465

The City Engineer, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of this contract to **Continental Paving, Inc. of Londonderry, NH** in an amount of **\$1,537,096**.

Respectfully,



Dan Kookan

Purchasing Manager

Cc: S. Dookran L. Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: Amherst Street Improvements – Charron Avenue to Diesel Road
Construction

E. Motion: To approve the use of the Amherst Street Traffic Mitigation Funds and to re-approve the construction contract for the Amherst Street Improvements project with Continental Paving, Inc. of Londonderry, NH in an amount of \$1,537,096. Funding will be through Department 160 Admin/Engineering; Fund: Bond & Contributions; Activity: Amherst Street Road & Traffic Improvements (\$1,392,477), Department: 160 Admin & Engineering; Fund: Trust; Account Category: 61 Supplies & Materials (\$69,619) and Department 161 Street; Fund: General; Activity: Paving (\$75,000).

Discussion: The Amherst Street Improvements project consists of work on Amherst Street from 450 feet west of Charron Avenue to the intersection of Diesel Road and on Charron Avenue approximately 350 feet to its intersection with Amherst Street. Work includes the implementation of additional turning lanes to eliminate the easterly jug handle turn and to allow for left turns from Charron Avenue onto Amherst Street. Due to the impact to the local businesses as well as the traveling public, 90 day contract duration has been established (to substantial completion).

The project was approved by this Board in February 2016, contingent upon needed funds becoming available for the project. Legislation has been introduced to accept an additional \$62,000 in developer contributions as well as to bond for an additional \$454,000.

In addition, BPW approval is being requested to use \$69,619 from the Amherst Street Traffic Mitigation fund. Please note that the contract includes \$75,000 of paving funds which was originally budgeted to repave this section of Amherst St.

The contract amount has been increased from \$1,397,360 to \$1,537,096 to provide a 10% contingency. These funds will not be awarded immediately but would be used to cover any unexpected issues that may arise during construction. This is being pursued due to the short duration of the construction contract where time will be at a premium. The Board will be advised of any changes to the contract via an informational item at its regularly scheduled meetings.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016
Memo #16-124

TO: MAYOR DONCHESS
FINANCE COMMITTEE

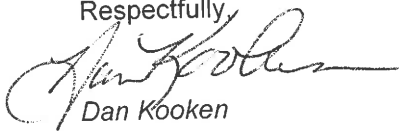
SUBJECT: CONSTRUCTION PHASE ENGINEERING SERVICES FOR AMHERST ST
IMPROVEMENTS (VALUE: \$77,865)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: BOND & CONTRIBUTIONS
ACTIVITY: AMHERST STREET ROAD & TRAFFIC IMPROVEMENTS

Please see the attached communication from Stephen Dookran, P.E., City Engineer, dated March 24, 2016 for information related to this purchase.

Pursuant to NRO § 5-83 Professional Services A. In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required.

The City Engineer, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of this contract to **Greenman-Pedersen, Inc.** of Wilmington, MA in an amount of **\$77,865.**

Respectfully,



Dan Kooker

Purchasing Manager

Cc: L. Fauteux C. O'Connor

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: Amherst Street Improvements – Charron Avenue to Diesel Road
Construction Phase Services

I. Motion: To approve the construction phase engineering services contract with Greenman-Pedersen, Inc. of Wilmington, MA for the Amherst Street Improvements project in an amount of \$77,865. Funding will be through Department 160 Admin/Engineering; Fund: Bond & Contributions; Activity: Amherst Street Road & Traffic Improvements.

Attachment: Contract for Professional Services with Greenman-Pedersen, Inc. for Construction Phase Services

Discussion: In 2015, Greenman-Pedersen, Inc. (GPI) was hired by 270 Amherst Street, LLC to provide final design services for the long-term corridor improvements on Amherst Street as recommended by a study prepared for the City and several abutters along the corridor. The design has been completed and the \$1,397,360 construction contract is being awarded to Continental Paving, Inc.

GPI is being hired to provide construction management, construction administration and resident inspection for the four month construction duration, as well as services for the warranty period of the contract. They will also provide engineering support, review of shop drawings and utility relocation support. Using the engineer on record for the construction phase services is recommended by several public agencies.

The City has negotiated with Greenman-Pedersen, Inc. and the proposed fee of \$77,865 is reasonable for this project.



CONTRACT FOR PROFESSIONAL SERVICES

AMHERST STREET IMPROVEMENTS – CHARRON AVENUE TO DIESEL ROAD CONSTRUCTION PHASE SERVICES

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019

AND

GREENMAN-PEDERSEN, INC.

NAME AND TITLE OF PROFESSIONAL ENGINEER

181 BALLARDVALE STREET, SUITE 202, WILMINGTON, MA 01887

ADDRESS OF PROFESSIONAL ENGINEER

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Professional Engineer; and

WHEREAS, it is deemed that the services of a Professional Engineer herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Professional Engineer represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

- Exhibit A--General Conditions for Contracts
- Exhibit B--Scope of Services & Fee
- Exhibit C--Work Hour Estimate

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Professional Engineer shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by December 31, 2016. The time periods set forth may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City.

4. COMPENSATION. Professional Engineer agrees to perform the work for a total cost not to exceed

Seventy Seven Thousand, Eight Hundred & Sixty Four ^{36/100} (\$ 77,864.36) Dollars

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit B or unless Professional Engineer has received a written exemption from the City. Professional Engineer shall submit monthly requests for payment for services performed under this agreement directly to

**City of Nashua
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Atten: Jeanne T. Walker**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all invoices contain a valid **PURCHASE ORDER NUMBER**.

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Professional Engineer agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City will pay for work satisfactorily completed by Professional Engineer. The City will pay Professional Engineer within **30** days of approval by the City of the submitted invoice forms and

progress reports. The City will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

<u>CITY REPRESENTATIVE:</u>	<u>PROFESSIONAL ENGINEER REPRESENTATIVE:</u>
Stephen Dookran, P.E.	Christer Ericsson, PE
City Engineer	Branch Manager
City of Nashua DPW	Greenman-Pedersen, Inc.
9 Riverside Street	181 Ballardvale Street, Suite 202
Nashua, NH 03062	Wilmington, MA 01887

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City or Professional Engineer may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

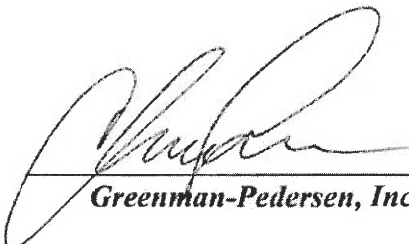
	
<u>City of Nashua, NH (signature)</u>	<u>Greenman-Pedersen, Inc. (signature)</u>
<u>(Printed Name and Title)</u>	<u>Christer Ericsson, P.E., Branch Manager</u> <u>(Printed Name and Title)</u>
<u>Date</u>	<u>2 / 4 / 16</u> <u>Date</u>

EXHIBIT A
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GENERAL CONDITIONS

1. **DEFINITIONS.** Unless otherwise required by the context, "Professional Engineer" includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors

2. **PROFESSIONAL ENGINEER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE.** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Professional Engineer, and nothing in this contract shall create any contractual relationship between the City and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer is not a City employee and that there shall be no:

- (1) Withholding of income taxes by the City;
- (2) Industrial insurance coverage provided by the City;
- (3) Participation in group insurance plans which may be available to employees of the City;
- (4) Participation or contributions by either the Professional Engineer or the City to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the City;
- (6) Unemployment compensation coverage provided by the City.

Professional Engineer agrees, if applicable and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

Greenman-Pedersen, Inc. has entered into a contract with the City of Nashua to perform work upon receipt of an **Executed Contract** and a **Valid Purchase Order issued from the City** to **Final Completion** and requests that the Insurer provide to the City of Nashua 1) a certificate of coverage, and 2) notice of any lapse in coverage or nonpayment of coverage that the Professional Engineer is required to maintain. The certificate and notice should be mailed to:

Risk Management
City of Nashua
229 Main Street
Nashua, NH 03060

Professional Engineer agrees, if not exempt, to maintain required workers' compensation coverage throughout the entire term of the contract. If Professional Engineer does not maintain coverage throughout the entire term of the contract, Professional Engineer agrees that City may, at any time the coverage is not maintained by Professional Engineer, order the Professional Engineer to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Professional Engineer agrees, prior to the expiration of the six-month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Professional Engineer does not make the request or does not provide the certificate before the expiration of the six-month period, Professional Engineer agrees that City may order the Professional Engineer to stop work, suspend the contract, or terminate the contract.

3. STANDARD OF CARE. Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Professional Engineer to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City may have, Professional Engineer shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Professional Engineer's failure to perform in accordance with this standard of care. Any approval by the City of any products or services furnished or used by Professional Engineer shall not in any way relieve Professional Engineer of the responsibility for professional and technical accuracy and adequacy of its work. City review, approval, or acceptance of, or payment for any of Professional Engineer's work under this contract shall not operate as a waiver of any of the City's rights or causes of action under this contract, and Professional Engineer shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional Engineer shall furnish competent and skilled personnel to perform the work under this contract. The City reserves the right to approve key personnel assigned by Professional Engineer to perform work under this contract. Approved key personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City, except in the event of termination of employment. Professional Engineer shall, if requested to do so by the City, remove from the job any personnel whom the City determines to be incompetent, dishonest, or uncooperative.

4. CITY REPRESENTATIVE. The City may designate a City representative for this contract. If designated, all notices, project materials, requests by Professional Engineer, and any other communication about the contract shall be addressed or be delivered to the City Representative.

5. CHANGES TO SCOPE OF WORK. The City may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Professional Engineer's performance under the contract. Professional Engineer shall provide to the City within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City to be able to adequately analyze the proposal. The City will then determine in writing if Professional Engineer should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional Engineer's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Professional Engineer for adjustment under this clause shall be asserted in writing within 30 days of the date the City notified Professional Engineer of the change.

When Professional Engineer seeks changes, Professional Engineer shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City in writing of the estimate. The proposal for a change shall provide enough detail, including

personnel hours for each sub-task and cost breakdowns of tasks, for the City to be able to adequately analyze the proposal. The City will then determine in writing if Professional Engineer should proceed with any or all of the proposed change.

Except as provided in this paragraph, Professional Engineer shall implement no change unless the City in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City may provide verbal approval of a change when the City, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City approval shall not be compensated and is, at the City's election, sufficient reason for contract termination.

6. CITY COOPERATION. The City agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City also agrees to provide Professional Engineer with access to City records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City and Professional Engineer also agree to attend all meetings called by the City or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES. Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City in writing, and has concluded that the City's resolution of each matter is satisfactory to Professional Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or position. The City representative shall render a decision within 15 calendar days. The City's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Professional Engineer prior to having received the City's resolution shall be at Professional Engineer's risk and expense. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City. Professional Engineer is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City chooses to terminate, abandon, or suspend all or part of the project, it shall provide Professional Engineer 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Professional Engineer shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City to resume performance.

In the event of a termination, abandonment, or suspension at will, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE. This agreement may be terminated by the City on 10 calendar day's written notice to Professional Engineer in the event of a failure by Professional Engineer to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Professional Engineer shall be given an opportunity for consultation with the City prior to the effective date of the termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City fails to pay Professional Engineer for 30 days after the date of approval of any submitted invoice forms and progress reports.

In the event of a termination for cause, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City by reasons of Professional Engineer's failure. Professional Engineer shall not be relieved of liability to the City for damages sustained from the failure, and the City may withhold any payment to the Professional Engineer until such time as the exact amount of damages due to the City is determined. All claims for payment by the Professional Engineer must be submitted to the City within 30 days of the effective date of the notice of termination.

If after termination for the failure of Professional Engineer to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner, it is determined that Professional Engineer had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City shall make an equitable adjustment in the compensation paid to Professional Engineer. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

C. GENERAL PROVISIONS FOR TERMINATION. Upon termination of the contract, the City may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Professional Engineer shall cease conducting business, the City shall have the right to solicit applications for employment from any employee of the Professional Engineer assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Professional Engineer's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Professional Engineer's control.

9. DISPUTE RESOLUTION. Any dispute not within the scope of section 7 or section 8 shall be resolved under this paragraph. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City Representative and a Professional Engineer representative. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City. If the dispute is not resolved within 30 days, either party may request that the dispute be submitted to the Board of Public Works for final resolution. The decision of the Board of Public Works shall be final and binding on the parties. If either party is dissatisfied with the decision of the Board of Public Works, that party may immediately terminate the contract under this paragraph, with Professional Engineer being entitled to compensation for work actually and satisfactorily performed up to the time of the termination and the City being entitled to all contract materials in accordance with paragraph 21, and compensation for any additional damages or expenses incurred in completing the work under the contract, including, without limitation, the costs of securing the services of other Professional Engineers.

10. NO DAMAGES FOR DELAY. Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Engineer for damages because of hindrances or delays in the progress of the work from any cause, and Professional Engineer agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City may provide.

11. INSURANCE. Professional Engineer shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability;
 *Coverage must include all owned, non-owned and hired vehicles.
- \$1,000,000 Profession Liability;
- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Professional Engineer shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Professional Engineer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Engineer under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Engineer. Subcontractors are subject to the same insurance requirements as Professional Engineer and it shall be the Professional Engineer's responsibility to ensure compliance of this requirement.

Professional Engineer will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability, and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Professional Engineer is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Engineer must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Professional Engineer of its responsibilities or limit the amount of its liability to the City or other persons, and Professional Engineer is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Professional Engineer is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.

12. INDEMNIFICATION Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. FISCAL CONTINGENCY. All payments under this contract are contingent upon the availability to the City of the necessary funds. This contract shall terminate and the City's

obligations under it shall be extinguished at the end of any fiscal year in which the City fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Professional Engineer with a right of payment over any other entity. Any funds obligated by the City under this contract that are not paid to Professional Engineer shall automatically revert to the City's discretionary control upon the completion, termination, or cancellation of the agreement. The City shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Professional Engineer. Professional Engineer shall have no claim of any sort to the unexpended funds.

14. COMPENSATION. Review by the City of Professional Engineer's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City. If there is insufficient information, the City may require Professional Engineer to submit additional information. Unless the City, in its sole discretion, decides otherwise, the City shall pay Professional Engineer in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. COMPLIANCE WITH APPLICABLE LAWS. Professional Engineer, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Professional Engineer shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. NONDISCRIMINATION. If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Professional Engineer's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this contract.

Professional Engineer agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub

consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Professional Engineer under this contract.

In connection with the performance of work under this contract, Professional Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Professional Engineer agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Professional Engineer shall constitute a material breach of the contract.

17. FEDERAL SUBCONTRACTING REQUIREMENTS. If Professional Engineer awards a subcontract under this contract, Professional Engineer, if applicable, shall use the following alternative steps:

- A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph A.

If applicable, Professional Engineer agrees to complete and submit to the City a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the contract.

18. ENDORSEMENT. Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.

19. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING. Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City is void. Any consent of the City to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

20. CITY INSPECTION OF CONTRACT MATERIALS. The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

21. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City.

22. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS. Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City by Professional Engineer (including those remitted to the City by Professional Engineer pursuant to paragraph 21), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Professional Engineer. The City shall have the right to reproduce any such materials.

Professional Engineer expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Professional Engineer agrees to indemnify, to defend, and to hold harmless the City, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Professional Engineer infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Professional Engineer infringes any patent.

Professional Engineer shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided

that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

23. FINAL ACCEPTANCE. Upon completion of all work under the contract, Professional Engineer shall notify the City in writing of the date of the completion of the work and request confirmation of the completion from the City. Upon receipt of the notice, the City shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

24. TAXES. Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

25. NON-WAIVER OF TERMS AND CONDITIONS. None of the terms and conditions of this contract shall be considered waived by the City. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City in a written waiver.

26. RIGHTS AND REMEDIES. The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

27. PROHIBITED INTERESTS. Professional Engineer shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. Professional Engineer also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Engineer further warrants that no person having such an interest shall be employed in the performance of this contract. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Professional Engineer (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Professional Engineer shall refund to the City any profits realized under this contract, and Professional Engineer shall be liable to the City for any costs incurred by the City in completing the work described in this contract. At the discretion of the City, these sanctions

shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City under this contract or at law.

28. THIRD PARTY INTERESTS AND LIABILITIES. The City and Professional Engineer, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City and Professional Engineer.

29. SURVIVAL OF RIGHTS AND OBLIGATIONS. The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

30. SEVERABILITY. In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

31. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT. This contract constitutes the entire contract between the City and Professional Engineer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

32. CHOICE OF LAW AND VENUE. This contract shall be governed exclusively by the laws of the State of New Hampshire and any litigation shall be brought in a court located in the State of New Hampshire.

Exhibit B

Scope of Services & Fee

SCOPE OF SERVICES:

Greenman Pedersen, Inc. hereinafter referred to as "the CONSULTANT" hereby proposes to provide professional services to City of Nashua ("the CLIENT") in accordance with the Scope of Services as specified below and on attached pages. The CONSULTANT has prepared this Contract for construction engineering services for roadway improvements along Amherst Street (NH Route 101A) between Charron Avenue and Diesel Road in Nashua, New Hampshire.

The CONSULTANT is the design engineer on record for the project. It has been requested by the City of Nashua that the CONSULTANT provide Construction Services including full time construction inspection during the construction of the Amherst Street improvements. All work will be performed in conformance with the standards, policies, and procedures of the City of Nashua and the New Hampshire Department of Transportation (NHDOT), as applicable.

Construction Services

The CONSULTANT will provide construction administration services relative to work on Amherst Street and Charron Avenue. This work will include attendance at a pre-construction conference with the City, review and approval of shop drawings, consultation, participation at weekly site meetings (as requested), full-time inspection of work, assistance in final inspection, signal timing adjustments, and the certification that all work is completed in accordance with the design drawings. A field report will be prepared after each field inspection and submitted to the CLIENT for their records.

For purposes of budgeting, we are presently estimating the following hours will be required, based on a 16-week overall construction schedule:

Task	Hours/Week	Weeks	Total Hours
Pre-Construction Conference	3	1	3
Shop Drawing Review	8	2	16
Office Consultation	4	16	64
Full-Time Field Inspection	40	16	640
Punch List, Final Inspection & Certification	8	2	16
Total:			739

Based on the above, 739 hours have been budgeted for construction administration, inspection, and related services. Construction services will be billed on a monthly basis at cost plus fixed fee as detailed in Exhibit C. Any substantial changes to the scope of work as described herein will require a Contract Amendment to complete the additional services.

This contract provides an upset limit for material testing services which will likely be required during construction. If requested by the CLIENT, the CONSULTANT can procure the services of a sub-consultant to perform the testing as needed.

This contract also does not include any construction layout or field survey services. It is assumed that the CLIENT will provide all necessary layouts.

FEE:

The Owner will be invoiced on a monthly basis at cost plus fixed fee as detailed in Exhibit C. Labor and overhead salary caps apply as described in Exhibit C. Non-salary expenses shall be invoiced at cost, and include reasonable cost of transportation; printing and reproduction; identifiable supplies; laboratory fees; and charges by reviewing authorities. The Fee Schedule is as follows and further detailed in Exhibit C.

Tasks	Estimated Fee	Schedule
1. Construction Services	\$72,864.36	As Needed
2. Reimbursable Expenses:		
Material Testing	\$2,000	As Incurred
Misc. Expenses	\$3,000	As Incurred
Total	\$77,864.36	

Exhibit C

Work Hour Estimate

Project	Amherst Street Improvements - Charron Avenue to Diesel Road								
Location	Route 101A (Amherst Street)								
Town/City, State	Nashua, NH			Date	1/28/2016				
HOURLY RATE SUMMARY									
		PIC	PM	SE	Eng	AE	ET		
DIRECT HOURLY RATE (\$)		\$60.00	\$60.00	\$52.36	\$41.24	\$26.18	\$28.16		
HOURLY RATE (\$)		\$168.30	\$168.30	\$146.87	\$115.68	\$73.43	\$78.99		
WORK HOUR AND FEE SUMMARY									
TASK DESCRIPTION		PIC	PM	SE	Eng	AE	ET	Task Hours	Task Fee
1	Construction Services								
	Pre-Construction Conference			3				3	\$ 440.61
	Shop Drawing Review			4	12			16	\$ 1,975.62
	Office Consultation			64				64	\$ 9,399.67
	Full-Time Inspection			120			520	640	\$ 58,698.55
	Punch List, Final Inspection & Certification			16				16	\$ 2,349.92
TOTAL WORK-HOURS		0	0	207	12	0	520	739	
								TOTAL FEE	\$ 72,864.36
ACTUAL PERCENTAGES		0	0	28	2	0	70		
(TYPICAL PERCENTAGES)		1-3%	10-15%	15-25%	25-35%	10-15%	10-15%		
				DESIGN	CONSTRUCTION		TOTALS		
(a) Salary Costs				\$ 25,976.60	\$ -		\$ 25,976.60		
(b) Indirect Costs (%) 155.00%				\$ 40,263.73	\$ -		\$ 40,263.73		
(c) Net Fee (%) 10.00%				\$ 6,624.03	\$ -		\$ 6,624.03		
TOTAL LIMITING FEE				\$ 72,864.36	\$ -		\$ 72,864.36		
(d) Direct Expenses				\$ 5,000.00	\$ -		\$ 5,000.00		
MAXIMUM PAYMENT AMOUNT				\$ 77,864.36	\$ -		\$ 77,864.36		
MAXIMUM OBLIGATION							\$ 77,864.36		



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016
Memo #16-125

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: FY16 ASPHALT TESTING (VALUE: \$23,600)
DEPARTMENT: 161 STREET; FUND: GENERAL
ACTIVITY: PAVING
DEPARTMENT: 161 STREET; FUND: TRUST
ACCOUNT CATEGORY: 54 PROPERTY SERVICES

Please see the attached communication from Steven Dookran, P.E., City Engineer, dated March 24, 2016 for information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of this contract to **John Turner Consulting of Dover, NH** in an amount of **\$23,600**.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: S Dookran L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: FY16 Asphalt Testing

D. Motion: To approve the award of the FY16 Asphalt Testing contract to John Turner Consulting, Inc. of Dover, NH in the amount of \$23,600. Funding will be through: Department: 161 Street; Fund: General; Activity: Paving; Department: 161 Street; Fund: Trust; Account Category: 54 Property Services

Discussion: The purpose of the FY16 Asphalt Testing contract is to test the asphalt used during 2016 Paving Program. Testing is being conducted to ensure compliance with contract specifications for compaction, liquid asphalt content, pavement thickness, and aggregate gradation.

The contract was advertised on January 28, 2016. Six bids were received on February 25, 2016 but only the following three were fully responsive in meeting all the requirements:

John Turner Consulting, Inc. of Dover, NH	\$23,600.00
S.W. Cole Engineering, Inc. of Londonderry, NH	\$32,100.00
ConTest Consultants, Inc. of Goffstown, NH	\$57,050.00

John Turner Consulting of Dover, NH at a bid price of \$23,600 is the qualified low bidder.



CONTRACT FOR SERVICE PROVIDER

FY 2016 ASPHALT TESTING IFB0660-022516

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019
AND

JOHN TURNER CONSULTING, INC. (JTC)
NAME AND TITLE OF SERVICE PROVIDER

19 DOVER STREET, DOVER, NH 03820
ADDRESS OF SERVICE PROVIDER

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Service Provider; and

WHEREAS, it is deemed that the services of a Service Provider herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Service Provider represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The Service Provider shall complete the work described in the Contract Documents. The following are by reference incorporated herein and are made part of this contract:

1. This Agreement signed by the City of Nashua and Service Provider, including the General Terms and Conditions;
2. JTC Proposal #16-058, dated February 19, 2016;
3. Insurance Certificate;
4. Written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
5. Fully Executed City of Nashua Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

2. WORK TO BE PERFORMED. Except as otherwise provided in this contract, Service Provider shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform the work as described in and in accordance with the specifications in the City of Nashua's request for proposals and the terms and conditions of the contract.

3. PERIOD OF PERFORMANCE. Service Provider shall perform and complete all work within the time periods set forth. The time periods may only be altered by the parties by a written agreement to extend the period of

performance or by termination in accordance with the terms of the contract. Service Provider upon receipt of shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City.

4. COMPENSATION. Service Provider agrees to perform the work for a total cost not to exceed

Twenty-Three Thousand Six Hundred 00/100 Dollars (\$23,600.00)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless Service Provider has received a written exemption from the City of Nashua, Service Provider shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Service Provider's right to payment as the City of Nashua may reasonably require. Service Provider shall submit monthly requests for payment for services performed under this agreement directly to:

**City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn: Todd Welch**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all invoices contain a valid **PURCHASE ORDER NUMBER**.

Applications for Payment shall be submitted no later than fifteen (15) days after the end of each month. The City of Nashua will pay for work satisfactorily completed by Service Provider within thirty (30) days from the time of **final approval** by the City of Nashua of the submitted Application for Payment

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY OF NASHUA REPRESENTATIVE:

City of Nashua – Division of Public Works
9 Riverside Street
Nashua, NH 03062
Atten: Todd Welch

SERVICE PROVIDER REPRESENTATIVE:

John Turner, President
John Turner Consulting, Inc. (JTC)
19 Dover Street
Dover, NH 03820

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Service Provider may change the address or representative by giving written notice to the other party

General Terms and Conditions

1. **DEFINITIONS.** Unless otherwise required by the context, "Service Provider" includes any of the Service Provider's consultants, sub consultants, contractors, and sub-contractors

2. **SERVICE PROVIDER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE.** The parties agree that Service Provider shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub- consultants, contractors, or sub-contractors. The only contractual relationship created by this contract is between the City of Nashua and Service Provider, and nothing in this contract shall create any contractual relationship between the City of Nashua and Service Provider's consultants, sub consultants, contractors, or sub-contractors. The parties also agree that Service Provider is not a City of Nashua employee and that there shall be no:

1. Withholding of income taxes by the City of Nashua;
2. Industrial insurance coverage provided by the City of Nashua;
3. Participation in group insurance plans which may be available to employees of the City of Nashua;
4. Participation or contributions by either the Service Provider or the City of Nashua to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the City of Nashua;
6. Unemployment compensation coverage provided by the City of Nashua.

3. **STANDARD OF CARE.** Service Provider shall be responsible for the quality, accuracy, timely completion, and coordination of all work performed under this contract. Service Provider warrants that all work shall be performed with the degree of skill, care, diligence, and sound practices and judgment that are normally exercised by recognized firms with respect to services of a similar nature. It shall be the duty of Service Provider to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Service Provider shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Service Provider's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any services furnished or used by Service Provider shall not in any way relieve Service Provider of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Service Provider's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Service Provider shall be and remain liable in accordance with the terms of the contract and applicable law. Service Provider shall furnish competent and skilled personnel to perform the work under this contract.

4. **CHANGES TO SCOPE OF WORK.** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Service Provider's performance under the contract. Service Provider shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Service Provider should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Service Provider's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Service Provider for adjustment under this clause shall be asserted in writing within 30 days of the date the City notified Service Provider of the change.

5. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES.** **PROFESSIONAL** Service Provider warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Service Provider. All future

questions Service Provider may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Service Provider's question or position.

The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Service Provider prior to having received the City of Nashua's resolution shall be at Service Provider's risk and expense. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Service Provider is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

6. TERMINATION OF CONTRACT.

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Service Provider 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Service Provider shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. provide the City of Nashua with a list of all unperformed services
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Service Provider shall receive all amounts due and not previously paid to Service Provider for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE. This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Service Provider in the event of a failure by Service Provider to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City of Nashua fails to pay Service Provider for 30 days after the date of approval of any Application for Payment.

In the event of a termination for cause, Service Provider shall receive all amounts due and not previously paid to Service Provider for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Service Provider's failure. Service Provider shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may

withhold any payment to the Service Provider until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Service Provider must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Service Provider to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete work in a timely and professional manner, it is determined that Service Provider had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall make an equitable adjustment in the compensation paid to Service Provider. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

C. GENERAL PROVISIONS FOR TERMINATION. Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Service Provider shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Service Provider assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Service Provider's principals, officers, employees, agents, sub-contractors, sub consultants, vendors, or suppliers are expressly recognized to be within Service Provider's control.

7. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Service Provider representative. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

8. NO DAMAGES FOR DELAY. Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Service Provider for damages because of hindrances or delays in the progress of the work from any cause, and Service Provider agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

9. INSURANCE. Service Provider shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit;
***Coverage must include all owned, non-owned and hired vehicles.**
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

Service Provider, sub consultants and sub-contractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

Service Provider shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Service Provider are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Service Provider under the contract. The City of Nashua shall not maintain any insurance on behalf of

Service Provider. Subcontractors are subject to the same insurance requirements as the Service Provider and it shall be the Service Provider's responsibility to ensure compliance of this requirement. Service Provider will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten (10) calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Certificates must name the **City of Nashua as an additional insured, except for Professional liability insurance**. Service Provider is responsible for filing updated Certificates of Insurance with the City of Nashua's Risk Management Department during the life of the contract. The certificate should be mailed to:

Risk Management
City of Nashua
229 Main Street
Nashua, NH 03060

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Service Provider must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance
- The specified insurance requirements do not relieve Service Provider of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Service Provider is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Service Provider is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Service Provider or anyone employed, directed, or supervised by Service Provider.

10. INDEMNIFICATION. Regardless of the coverage provided by any insurance, Service Provider agrees to indemnify and shall defend and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of any kind or nature to the extent caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Service Provider or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Service Provider's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

11. FISCAL CONTINGENCY. All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Service Provider with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Service Provider shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Service Provider. Service Provider shall have no claim of any sort to the unexpended funds.

12. COMPLIANCE WITH APPLICABLE LAWS. Service Provider, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Service Provider shall, throughout the period services are to be

performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

13. NONDISCRIMINATION. In connection with the performance of work under this contract, Service Provider agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

14. SERVICE PROVIDER ENDORSEMENT. Service Provider shall sign, seal, and/or stamp as appropriate any necessary documents as required under the laws of the State of New Hampshire.

15. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING. Service Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

16. CITY OF NASHUA INSPECTION OF CONTRACT MATERIALS. The books, records, documents and accounting procedures and practices of Service Provider related to this contract shall be subject to inspection, examination and audit by the City of Nashua.

17. TAXES. Service Provider shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Service Provider hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

18. NON-WAIVER OF TERMS AND CONDITIONS. None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.

19. RIGHTS AND REMEDIES. The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

20. PROHIBITED INTERESTS. Service Provider shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Service Provider warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Service Provider warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Service Provider to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract.

21. THIRD PARTY INTERESTS AND LIABILITIES. The City of Nashua and Service Provider, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the

other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Service Provider.

22. SURVIVAL OF RIGHTS AND OBLIGATIONS. The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

23. SEVERABILITY. In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

24. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT. This contract constitutes the entire contract between the City of Nashua and Service Provider. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

25. CHOICE OF LAW AND VENUE. This contract shall be governed exclusively by the laws of the State of New Hampshire and any litigation shall be brought in a court located in the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

John Turner Consulting (signature)

James Donchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date



GEOTECHNICAL ▼ ENVIRONMENTAL ▼ INSPECTIONS ▼ TESTING

February 19, 2016

c/o Central Purchasing
Ms. Danielle Greenberg
Lower Level, City Hall
229 Main Street
Nashua, NH 03060

***FY2016 Asphalt Testing
IFB0660-022516
JTC Proposal #: 16-058***

Dear Ms. Greenberg:

John Turner Consulting, Inc. (JTC) is pleased to submit this bid for the Asphalt Testing for the City of Nashua, New Hampshire. This letter serves as our understanding of the scope of work. The bid schedule and acknowledgment of Addendum No. 1 are attached.

Understanding of the Scope of Work:

We have downloaded and read all the bid documents and have a good understanding of the scope of work. The scope of work will include:

- Asphalt Gradation Testing – AASHTO T30, NHDOT B-1.
- Asphalt Binder Content Testing – AASHTO T164, NHDOT B-2, NHDOT B-6.
- Asphalt Compaction Testing – AASHTO T209, AASHTO T269, NHDOT B-8.
- Asphalt Thickness Testing – ASTM D 3549, NHDOT B-8.

JTC is very familiar with these requirements as we have had a contract with NHDOT to provide HMA Plant/Field inspections since 2003. We also have similar contracts with MaineDOT, Vtrans and CTDOT, as well as numerous Towns throughout New England.

Once JTC is notified of the anticipated paving schedule JTC will provide the necessary personnel to collect samples. We understand that the attached list of streets and number of tests will be required. The anticipated completion date is October 31, 2016.

Thank you for the opportunity to submit this for your review and please do not hesitate to contact me. I look forward to working with you.

Respectfully,

John Turner, President
John Turner Consulting, Inc. (JTC)
C: 603-234-0850

Enclosures: Bid Schedule, Addendum No. 1, List of Streets to be paved

BID SCHEDULE

FY16 ASPHALT TESTING IFB 0660-022516

<u>BID ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT BID PRICE</u>	<u>TOTAL BID PRICE</u>
A	<u>Asphalt Technician</u>	<u>200 HRS</u>	<u>\$50.00</u>	<u>\$1,000.00</u>
B	<u>Project Manager</u>	<u>50 HRS</u>	<u>0</u>	<u>0</u>
C	<u>Mobilization</u>	<u>30 Ea</u>	<u>\$30.00</u>	<u>\$900.00</u>
D	<u>Asphalt Content Test</u>	<u>70 Ea</u>	<u>\$150.00</u>	<u>\$10,500.00</u>
E	<u>Gradation Test</u>	<u>70 Ea</u>	<u>\$80.00</u>	<u>\$5,600.00</u>
F	<u>Thickness Test</u>	<u>70 Ea</u>	<u>0</u>	<u>0</u>
G	<u>Density Test</u>	<u>70 Ea</u>	<u>\$80.00</u>	<u>\$5,600.00</u>

TOTAL OF BASE BID ITEMS (numbers) \$ 23,600.00

(words) Twenty-Three Thousand, Six Hundred Dollars

Contractor: John Turner Consulting, Inc.

Authorized Signature: 

Date: February 19, 2016

Address: 19 Dover Street, Dover, NH 03820

Phone: 603-749-1841

Fax: _____

Email Address: johnt@consultjtc.com



THE CITY OF NASHUA

"The Gate City"

*Financial Services
Purchasing Department*

February 18, 2016

**IFB0660-022516
FY 16 ASPHALT TESTING
ADDENDUM #1**

Information included in this document becomes a part of the original IFB.

Please sign below to indicate receipt of this additional information and include this page with your bid submittal.

Addendum #1 is being issued to respond to submitted questions.

All other aspects of the original document remain the same.

Respectfully,

Danielle Greenberg
City of Nashua - Purchasing Agent II
greenbergd@nashuanh.gov

Addendum #1 received and incorporated into bid submittal for IFB0660-022516
Please sign and include this addendum in your bid package.

(Authorized Signature)

February 19, 2016

(Date)

John Turner Consulting, Inc.

(Name of Firm)

CITY OF NASHUA, NEW HAMPSHIRE
FY 16 Asphalt Testing
IFB 0660-022516

ADDENDUM NO. 1 – February 19, 2016

1. Submitted questions with responses.

- A. Is it part of the Testing Agency's scope of work to core the asphalt pavement to obtain the 6 inch cores?

Yes, it is the testing agency's responsibility to core asphalt pavement to obtain the 6" cores.

- B. Will any in-place asphalt density testing by the nuclear method be required?

No in-place asphalt density testing will be required by the nuclear method.

Table 1 - Street List

Streets	From	To	Testing Locations
BLACKSTONE DR	AMHERST ST	EOP	2
BOWMAN LN	BARNESDALE RD	NORTHEASTERN BLVD	2
BRIARCLIFF DR	FORDHAM DR	WHITE PLANS DR	2
BROAD ST	HYANNIS ST	BROADCREST LN	4
CARTER CIRCLE	CUSTOM ST	CIRCLE	2
CHAUCEY RD	SPENCER DR	COLERIDGE RD	2
COLERIDGE RD	SPENCER DR	CHAUCEY RD	2
CUSTOM ST	TENBY DR	HARRIS RD	2
DANIEL WEBSTER HIGHWAY NB & SB	ADVENTURE WAY	AUTUMN LEAF	4
ELEVENTH ST	2015 JOINT	90' FROM LEDGE	0
FLINTLOCKE DR	EOP	JILL DR	2
GALWAY RD	KENMARE RD	RALEIGH DR	2
GRENADA CIR	WESTGATE CROSSING	CIRCLE	2
JILL DR	EOP	HARRIS RD	2
KENMARE RD	KERRY LN	RALEIGH DR	2
KERRY LN	RALEIGH DR	RALEIGH DR	2
LISA DR	EAST DUNSTABLE RD	LAMB RD	2
LONE STAR DR	NEW SEARLES RD	EOP	2
LORING DR	YARMOUTH DR	EOP	2
NELSON ST	RICHMOND ST	EOP	2
NINTH ST	LEDGE ST	WILL ST	2
PEIRMONT ST	NELSON ST	BROAD ST	2
PELHAM ST	PIERMONT ST	HYANNIS ST	2
RENE DR	MAIN DUNSTABLE	EOP	2
STAFFORD RD	NOTTINGHAM DR	NORTHEASTERN BLVD	2
TEMPLE ST	EAST HOLLIS ST	COMMERCIAL ST	4
TINKER RD	WHITE OAK DR	BEGINNING OF BEND	2
VALENCIA DR	WESTGATE CROSSING	CIRCLE	2
W HOLLIS ST	WELLSLEY RD	GARY ST	4
WHITMAN RD	SPENCER DR	COLERIDGE RD	2
WILL ST	NINTH ST	SIMON ST	2
			68



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016

Memo #16-126

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: 2016 SEWER PROGRAM (VALUE: \$1,108,975)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACTIVITY: SEWER REHAB
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACTIVITY: SEWER STRUCTURES

Please see the attached communication from Steven Dookran, P.E., City Engineer, dated March 24, 2016 for information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

Several of the neighborhood streets are very narrow and many underground conflicts are expected. Therefore, a contingency of \$50,000 or approximately 5% is included in this award to be used on an as needed basis for unforeseen circumstances.

The City Engineer, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of this contract to **Park Construction Corporation of Fitzwilliam, NH** in an amount of **\$1,108,975**.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: S Dookran L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: 2016 Sewer Rehabilitation Project

C. Motion: To approve the award of the construction contract for the 2016 Sewer Project to Park Construction Corporation of Fitzwilliam, NH in the amount of \$1,108,975. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Rehab, and Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures.

Discussion: The annual sewer program addresses failing, aged sewers. This 2016 Sewer Project is expected to replace or line approximately 2,360 feet of sewer mains. The contract includes work in the following areas:

Tolles St from Whitney St to Canal St,
Kinsley St approaching Main St,
Lock St between Perham St and Chandler St and
The old residential neighborhood off of Temple St including Hoyts Ln, Scripture St,
Gorman Ave, Worcester St, Shedd's Ave and Howard St.

Contract work includes replacing sewer service lateral connections as well as catch basins and manholes prior to road restoration. Four contractors attended the mandatory pre-bid meeting on February 24, 2016. Three bids were received on March 10 as follows:

Park Construction Corporation of Fitzwilliam, NH	\$1,058,975.00
DeFelice Corporation of Dracut, MA	\$1,441,347.00
Cardillo & Son, Inc of Wakefield, MA	\$1,700,591.40

The low bid was reviewed and found to be acceptable. Park Construction Corporation has performed satisfactorily on other sewer projects of this scale in the city. Work is expected to begin in April and finish before the end of this year.

Several of the neighborhood streets are very narrow and many underground conflicts are expected. Therefore, a contingency of \$50,000 or approximately 5% is included in this award to be used on an as needed basis for unforeseen circumstances.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016

Memo #16-127

TO: MAYOR DONCHESS
FINANCE COMMITTEE

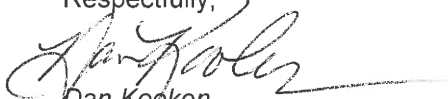
SUBJECT: HEADWORKS UPGRADE (VALUE: \$2,848,222)
DEPARTMENT: 169 WASTEWATER; FUND: SRF LOAN
ACTIVITY: HEADWORKS UPGRADE

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated March 24, 2016 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Wastewater Department Superintendent, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of this contract in the amount of **\$2,848,222** to **T Buck Construction of Turner, ME.**

Respectfully,


Dan Kopken
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016

From: David A. Simmons, Superintendent
Wastewater Department

Re: Headworks Upgrade Project

C. Motion: To award the Headworks Upgrades contract in the amount of \$2,848,222 to TBuck Construction of Turner, ME. Funding will be through: Department: 169 Wastewater; Fund: SRF Loan; Activity: Headworks Upgrades.

Attachments: TBuck's Bid

Discussion: The headworks facility at the wastewater facility removes inorganic material in the entering wastewater before it enters downstream processes. It was last upgraded in 1999. The equipment is at the end of its useful life due to the corrosive environment and constant use. The existing layout consists of an intermediate floor where collected debris has to be transported to the upper (ground) level using heavy minor carts and overhead hoist making this operation cumbersome, labor intensive and risky.

In January 2015, the City hired consultant Wright Pierce to begin the design work. The various components of this project include new stainless steel screens and rake arms long enough to remove entering debris from the lower level to the ground floor, wash presses, odor control system, overhead mechanical hoist, relocation of hallway and women's locker room to allow room for the screens at ground level, installation of a new women's locker room and upgrades to the effluent flow metering vaults.

A total of 8 contractors bid on this project. The following is a summary of the various contractors and their bids, received on March 2, 2016:

<u>Contractor</u>	<u>Bid Amount</u>
T Buck Construction	\$2,848,222
Penta Corporation	\$2,851,700
Winston Builders	\$3,020,889
D&C Construction	\$3,046,250
Kinsmen Corporation	\$3,246,000
Waterline Industries	\$3,297,677
Kingsbury Companies	\$3,546,156.68

The bid of the low bidder, T Buck Construction, was carefully checked. In addition, the references of T Buck were carefully checked and found to be favorable. They have also completed the Dewatering and Grit Systems Upgrades project at the Wastewater Facility in 2014 and these upgrades have been working satisfactorily since installed.

This project is an SRF funded project and the City will be seeking a State Aid Grant (SAG) in the amount of 20% of the costs should such funding become available.

CITY OF NASHUA
 WWTF HEADWORKS UPGRADE
 BID NO. IFB1093-022416
 BID TAB
 WP Project No. 13089B
 3/2/2016

WRIGHT-PIERCE 
 Engineering a Better Environment
 320 Commerce Street, Suite 302,
 Portsmouth, NH USA 03801
 Tel: 603-430-3728 Fax: 603-430-4083

BID QUANTITIES			BIDDER'S NAME							
			TBuck Construction	Penta Corporation	Winston Builders	D&C Construction	Wright-Pierce ENG. EST.	Kinsmen Corporation	Waterline Industries	Kingsbury Companies
Item	UNIT		BID	BID	BID	BID		BID	BID	BID
BASE BID										
1	Headworks Upgrade Project, complete, except for items 2 through 8 listed below.	Lump Sum	\$2,276,972.00	\$2,280,450.00	\$2,449,639.00	\$2,475,000.00	\$2,528,750.00	\$2,674,750.00	\$2,726,427.00	\$2,974,906.68
2	Supply of (2) RakeMax Multi-Rake Bar Screens by Huber (as specified in Section 11330).	Allowance	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00	\$320,000.00
3	Instrumentation & Control coordination with Huber	Allowance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4	Supply of Screening Wash Compactors by Vulcan (as specified in Section 11331).	Allowance	\$136,000.00	\$136,000.00	\$136,000.00	\$136,000.00	\$136,000.00	\$136,000.00	\$136,000.00	\$136,000.00
5	Instrumentation & Control coordination with Vulcan	Allowance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
6	Carbon Replacement for the Odor Control System (as specified in Section 11250).	Allowance	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
7	Owner's Programmer (as specified in Section 13440 & 13441)	Allowance	\$44,250.00	\$44,250.00	\$44,250.00	\$44,250.00	\$44,250.00	\$44,250.00	\$44,250.00	\$44,250.00
8	Venturi Flow Meter Rehabilitation (as specified in Section 13440)	Allowance	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00
SUB TOTAL (BASE BID)			\$2,848,222.00	\$2,851,700.00	\$3,020,889.00	\$3,046,250.00	\$3,100,000.00	\$3,246,000.00	\$3,297,677.00	\$3,546,156.68
TOTAL BID (ITEMS 1-8)			\$2,848,222.00	\$2,851,700.00	\$3,020,889.00	\$3,046,250.00	\$3,100,000.00	\$3,246,000.00	\$3,297,677.00	\$3,546,156.68



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016

Memo #16-128

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONSTRUCTION PHASE SERVICES FOR HEADWORKS UPGRADE PROJECT
(VALUE: NOT TO EXCEED \$323,300)
DEPARTMENT: 169 WASTEWATER; FUND: SRF LOAN
ACTIVITY: HEADWORKS UPGRADES – ENGINEERING SERVICES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated March 24, 2016 for the information related to this purchase.

Pursuant to NRO § 5-83 Professional Services A. In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required.

The Wastewater Department Superintendent, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of this contract in an amount not to exceed **\$323,300** to **Wright Pierce of Portsmouth, NH.**

Respectfully,


Dan Kooker
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016

From: Dave Simmons, Superintendent
Wastewater Department

Re: Headworks Upgrade Project – Construction Phase Services

B. Motion: To award the contract to Wright Pierce for construction phase services for the Headworks Upgrade project at the Nashua Wastewater Treatment Plant in an amount not to exceed \$323,300. Funding will be through: Department: 169 Wastewater; Fund: SRF Loan; Activity: Headworks Upgrades – Engineering Services.

Discussion: The Nashua Wastewater Treatment Facility (NWTF) headworks facility has exceeded its useful life and is in need of a complete overhaul. Wright Pierce has completed the design of the upgrades and has prepared bid plans and specifications. Concurrent with the award of the construction of this project, the construction management of this project needs to be awarded. As has been done in the past, the NHDES prefers that the construction phase services be performed by the design engineer.

The construction phase services will occur for the length of the construction which is expected to take 12 months. It will involve a full time resident engineer on-site and extensive engineering support from Wright Pierce's main office.

Their fee of not-to-exceed \$323,000 is approximately 10.4% of the total estimated construction cost of \$3,100,000, and approximately 11.4% of the low bidders. This percent is typical for this type of plant rehabilitation project.

Wright Pierce provided construction phase services for the Dewater and Grit System Upgrades project as well as other smaller projects at the Plant. They have provided quality construction services for these projects.

This project is an SRF funded project and the City will be seeking a State Aid Grant (SAG) in the amount of 20% of the costs should such funding become available.

**ENGINEERING CONSTRUCTION PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS**

CITY OF NASHUA, NEW HAMPSHIRE

This AGREEMENT made and entered into at Hillsborough County, New Hampshire, this _____ day of _____ 2016, by and between the City of Nashua hereinafter called the OWNER, and Wright-Pierce hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works in accordance with the contract drawings and bidding documents for the "Nashua Wastewater Treatment Facility - Headworks Upgrade" hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and full-time inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the City of Nashua. Said services shall include, but shall not necessarily be limited to:

1. General Construction Administration

a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.

~~b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)~~

c. Completion of formal contract documents for the award of contracts.

d. Checking detail construction, shop and erection drawings submitted by the contractor.

e. Reviewing laboratory, shop, and mill test reports of materials and equipment.

f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.

g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.

h. Periodic inspection of work and final inspection.

i. Observing and reporting performance and qualifying tests required by specifications.

j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.

k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.

l. Consultation and advise during construction.

m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.

n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.

~~o. Provide and maintain construction control lines and grades. For sewers-- offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites-- base lines for layout and benchmarks.~~

p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.

q. Preparation of certificate of substantial completion and contract completion.

r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services

a. The ENGINEER agrees to provide at least one ~~Registered Professional Civil Engineer~~ Resident Project Representative (RPR) on the project site ~~and one or more inspectors~~ as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION shall be notified in writing of the name of the RPR ~~resident engineer, assistant engineers, and construction inspectors~~, and shall be provided with a brief history of the RPR's ~~resident engineer's~~ construction experience. The RPR ~~resident engineer and his inspectors~~ shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the RPR ~~resident engineer~~ to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

b. The ENGINEER agrees to provide supervision of initial start-up and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.

c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply five (5) sets of the completed manual, one (1) of which will be for the DIVISION.

d. Preparation of record drawings of the work as constructed. Three (3) sets of prints to be furnished, one (1) of which shall be for the DIVISION.

e. Special Services: ENGINEER shall provide through a sub-contractor the necessary soil and concrete materials testing during construction.

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. Compensation to be Paid the ENGINEER

A. Method of Payment - Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed

Three-hundred-twenty-three thousand, three hundred Dollars
(\$323,300.00).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for his services under I(A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed One-hundred-fourty thousand, four hundred Dollars (\$140,400.00).

2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I(A)(2)(a) for a period of 112 working days, an amount not to exceed One-hundred-thirty-five thousand, four hundred Dollars
(\$135,400.00).

Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.

b. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not to exceed Twenty-three thousand, eight hundred Dollars
(\$23,800.00).

c. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed Twelve thousand Dollars
(\$12,000.00).

d. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed Eight thousand, two hundred Dollars
(\$8,200.00).

e. For special services as described under I(A)(2)(e), an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for his work on these services. ~~The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed~~

Three-thousand, five hundred Dollars
(\$3,500.00).

IV. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers". The Project Engineer shall be*

Jeffrey R. Pinnette, Wright-Pierce
(name and address)

99 Main Street, Topsham, ME 04086

* *Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for his removal and replacement.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from his performance and the performance of his employees under this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.

G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction a DIVISION approved ~~RPR registered civil engineer and DIVISION approved inspectors (full time, part time)~~ as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractors conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The ~~RPR resident registered engineer~~ for the life of this contract shall be

TBD

(Name and Address)

(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace him promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISIONS Roster of Prequalified Engineers.

H. This AGREEMENT shall be governed exclusively by the laws of the State of New

Hampshire and any litigation shall be brought in a court located in New Hampshire.

V. Insurance

A. ENGINEER shall carry and maintain in effect during the performance of services under this contract: Professional liability insurance in the amount of \$1,000,000; General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate; \$1,000,000 Combined Single Limit Automobile Liability; and Workers' Compensation Coverage in compliance with the State of NH Statutes, \$1,000,000/\$500,000/\$100,000. ENGINEER shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers and forms of policy satisfactory to the OWNER, acceptance of which shall not be unreasonably withheld. None of the requirements as to types, limits, and approval of insurance coverage to be maintained by ENGINEER are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ENGINEER under the AGREEMENT. The OWNER shall not maintain any insurance on behalf of ENGINEER. Any subcontractor used is the agent of the ENGINEER and not the OWNER. Subcontractor's are subject to the same insurance requirements as the ENGINEER.

B. ENGINEER will provide the OWNER with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten (10) calendar days after the OWNER issues the Notice of Award. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Certificates must name the City of Nashua as an additional insured.

C. ENGINEER is responsible for filing updated Certificates of Insurance with the City of Nashua's Risk Management Department during the life of the contract. The OWNER requires thirty (30) days written notice of cancellation or material change in coverage.

1. All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.

2. If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, the ENGINEER must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.

3. The specified insurance requirements do not relieve ENGINEER of its responsibility or limit

the amount of its liability to the OWNER or other persons, and ENGINEER is encouraged to purchase such additional insurance, as it deems necessary.

4. ENGINEER is responsible for and required to remedy all damage or loss to any property, including property of the OWNER, caused in whole or in part by or anyone employed, directed, or supervised by ENGINEER.

D. ENGINEER shall not allow any officer or employee of the OWNER to have any indirect or direct interest in this contract or the proceeds of this contract. ENGINEER warrants that no officer or employee of the OWNER has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the ENGINEER. ENGINEER also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. ENGINEER further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of the ENGINEER at any time, a full and complete disclosure of the interest shall be immediately made in writing to the OWNER. If the OWNER determines that a conflict exists and was not disclosed to the OWNER, it may terminate the contract at will or for cause.

VI. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

ENGINEERING CONSTRUCTION PHASE CONTRACT
For Professional Services for Treatment Works

Page 7 of 11

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Hillsborough County, New Hampshire, the day, month, and year first above written.

ENGINEER:

WRIGHT-PIERCE

By: 

(Authorized Representative*)

Date: 3-21-2016

OWNER:

CITY OF NASHUA

By: _____

(Authorized Representative)

Date: _____

APPROVED: **

DEPARTMENT OF ENVIRONMENTAL SERVICES

Water Division

By: _____

(Authorized Representative)

Date: _____

* Signatures should be supported by appropriate document.

** It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

WRIGHT-PIERCE
CERTIFICATE OF VOTE

I, Walter J. Flanagan III, hereby certify that I am the duly elected clerk of Wright-Pierce.

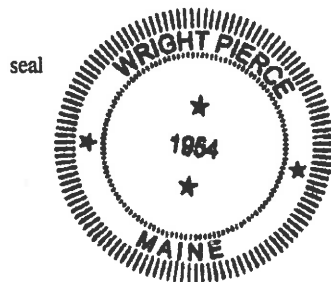
I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 1, 2015, at which a quorum of the board was present and voting.


VOTED:

That any one or all of the following officers of Wright-Pierce, on behalf of the corporation, are authorized to execute all Wright-Pierce contracts, both service agreements and general contractual obligations:

John W. Braccio, President
William E. Brown, Chairman
Peter C. Atherton, Vice President
Paul F. Birkel Vice President
Richard N. Davee, Vice President
Jonathan C. Edgerton, Vice President
Walter J. Flanagan III, Vice President
Michael D. Giggey, Vice President
Jeffrey P. Musich, Vice President
John R. Nelson, Vice President
Christopher N. Pierce, Vice President

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.




Walter J. Flanagan III, Clerk

Date: September 2, 2015

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER THE STATE REVOLVING FUND PROGRAM				5700-1
PART I - GENERAL				
1. APPLICANT - CITY OF NASHUA, DEPT. OF PUBLIC WORKS			2. GRANT/LOAN NO. CWSRF-	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - Wright-Pierce			4. DATE OF PROPOSAL 9/1/2015	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 230 Commerce Way, Suite 302, Portsmouth, NH 03801			6. TYPE OF SERVICE TO BE FURNISHED Bidding & Construction Phase - Construction Administration, Resident Services, O&M Manual, Record Drawings, and Start-up Services	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Principal-in-Charge	12	\$67.00	\$804.00	
Project Manager	116	\$53.00	\$6,148.00	
Sr. Technical Advisor	10	\$47.25	\$472.50	
Sr. Project Engineer	420	\$35.00	\$14,700.00	
Project Engineer	306	\$31.25	\$9,562.50	
Sr. Project Engineer - Civil	8	\$42.00	\$336.00	
Sr. Project Architect	84	\$44.50	\$3,738.00	
Sr. Project Engineer - Structural	56	\$53.00	\$2,968.00	
Project Engineer - Mechanical	92	\$43.00	\$3,956.00	
Sr. Project Engineer - Instrument.	148	\$45.00	\$6,660.00	
Sr. Project Engineer - Electrical	112	\$53.00	\$5,936.00	
CADD Operator	100	\$25.00	\$2,500.00	
Admin. Assistant	128	\$17.50	\$2,240.00	
DIRECT LABOR TOTAL:				\$60,021
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
	167.99%	60,021.00	\$100,829.28	
INDIRECT COSTS TOTAL:				\$100,829
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			1	\$5,598.52
(2) Resident Services - Transportation, Room, Boa			1	\$37.50
TRAVEL COSTS TOTAL:				\$5,636.02
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			QTY	COST
Printing, postage, telephone, fax, etc.			1	\$1,866.17
EQUIPMENT SUBTOTAL :				\$1,866.17
c. SUBCONTRACTS			ESTIMATED COST	
SW Cole - Material Testing				\$3,500.00
				\$0.00
				\$0.00
SUBCONTRACTS SUBTOTAL :				\$3,500.00
d. OTHER (Specify categories)			QTY	COST
Resident Project Representative			1300	\$104.13
OTHER SUBTOTAL :				\$135,362.50
e. OTHER DIRECT COSTS TOTAL :				\$146,365
10. TOTAL ESTIMATED COST				\$307,215
11. PROFIT				\$16,085
12. TOTAL PRICE				\$323,300.00

JEFFREY R. PINNETTE, PE
Senior Project Manager

PROJECT ASSIGNMENT: Project Manager

Education

MS, Civil Engineering,
University of Maine

BS, Environmental Engineering,
Rensselaer Polytechnic Institute

Professional Registration

Maine
Massachusetts
New Hampshire

Experience
30 Years

Joined Firm
1987

Professional Affiliations

New England Water Environment
Association
New Hampshire Water Pollution
Control Association
Maine Water Environment
Association
Water Environment Federation
New England Biosolids and
Residual Association
International Association on Water
Quality

Publications

Hankins, W.D., C.M. Richardson,
D.F. Tobiason, M. Eames, and J.R.
Pinnette "Mitigating Wet Weather
and Filamentous Bacterial Issues at
the Lewiston-Auburn WWTF,"
WEFTEC, New Orleans, 2004.

Hogan, R.S. M.M. Garcia, J.R.
Pinnette and M.W. Thayer "Energy
Self Sufficiency for New Biosolids
Digestion and Drying Facilities,"
Biocycle, July 2003.

Goodwin, J. P., S. A. Amenta, R.
C. Delo, M. Del Vecchio, J. R.
Pinnette, and T. S. Pytlar "Odor
Control Advances at
CoComposting Facility," Biocycle,
January 2000.

EXPERIENCE SUMMARY

Mr. Pinnette is a senior project manager at Wright-Pierce with a strong background in wastewater treatment, residuals management and odor control. He currently manages projects for the City of Nashua, New Hampshire; the City of Manchester, New Hampshire; the City of Keene, New Hampshire; the Winnepesaukee River Basin Program in Franklin, New Hampshire; the Plymouth Village Water and Sewer District in Plymouth, New Hampshire; the City of Fitchburg, Massachusetts; the Greater Lawrence Sanitary District in North Andover, Massachusetts; FMC BioPolymer in Rockland, Maine; and the Lewiston-Auburn Water Pollution Control Authority in Lewiston, Maine. He has authored numerous articles on wastewater treatment, residual management, and odor control including the biofiltration section in "TR-16: Guides for the Design of Wastewater Treatment Works," published by the New England Interstate Water Pollution Control Commission.

RELEVANT PROJECT EXPERIENCE

Wastewater Treatment

- Headworks Screening Upgrade, Nashua, NH
- Main Electrical Upgrade, Winnepesaukee River Basin Program, Franklin, NH
- Secondary System Upgrade, Fitchburg, MA
- Facility Plan Update, South Portland, ME
- Facility Plan Update and Energy Audit, Greater Augusta Utility District, Augusta, ME
- Grit Removal Upgrade, Nashua, NH
- Aeration System Upgrade, Manchester, NH
- Primary and Aeration System Improvements, Greater Lawrence Sanitary District, North Andover, MA
- CEPT and Interim Phosphorus Removal, Fitchburg, MA
- POTW Optimization Study, Fitchburg, MA
- Wet Weather Flow Facilities Upgrade, South Portland, ME
- Wet Weather Flow Facilities Evaluation, South Portland, ME
- Facility Plan Amendment, Woonsocket, RI
- WWTF Improvements, Plymouth, NH
- Secondary System Evaluation, Greater Lawrence Sanitary District, North Andover, MA
- Energy Audit and Physical Asset Evaluation, Biddeford, ME
- Secondary System Capacity Improvements, Fitchburg, MA
- New Headworks Facilities, Fitchburg, MA
- Preliminary Design of WWTF Capacity Evaluation & Improvements, Kennebec Sanitary Treatment District, Waterville, ME
- WWTF Capacity Evaluation, Rockland, ME
- WWTF Capacity Evaluation, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Value Engineering of Headworks Upgrade, Norwalk, CT
- Evaluation of Buy-in Fee, Greater Lawrence Sanitary District, North Andover, MA

JEFFREY R. PINNETTE, PE
Senior Project Manager

Ohr, K., Pinnette, J.R., and Rasmussen, Ø., "Organic Residuals Management in Norway" Biocycle, December 1998

Tvedt, S., Moe, M., Pinnette, J.R., and Rasmussen, Ø., "Kristiansand Leads the Way in Biowaste Composting" Biocycle December 1998.

Segall, L. and J.R. Pinnette, "Dewatering and Composting Septage Solids," BioCycle, March 1995.

Giggey, M.D., Pinnette, J.R. and C.A. Dwinal, "Odor Control Factors in Compost Site Selection," BioCycle, February 1995.

Richardson, C.M., Giggey, M.D., Pinnette, J.R. and P.A. DeFilipp, "Performance Testing of an Agitated Bin Composting System Constructed Under Design-Build Procurement," Proceedings, American Water Works Association, December 5-8, 1993.

Richardson, C.M., Donovan, J.F., Durfee, D.D. and J.R. Pinnette, "Agitated Bin Composting From Procurement to Start-Up," BioCycle, November 1993.

Giggey, M.D., Marcy, G.J., Pinnette, J.R. and G. St. Hilaire, "Start-Up of a Large Advanced Septage Treatment Facility," Proceedings, American Water Works Association, December 5-8, 1993.

Pinnette, J.R., Giggey, M.D., Hendry, G.E. and C.M. Richardson, "Moisture Balance of an Open Biofilter," Compost Science & Utilization, Spring 1993.

Pinnette, J.R., Modeling the Removal of Radon - 222 from Domestic Groundwater Supplies Using Granular Activated Carbon, Master's Thesis, University of Maine, February 1986.

- Honeywell, Bangor WWTF Blower Control Upgrade, Bangor, ME
- WWTF Improvements for CSO Abatement, Greater Lawrence Sanitary District, North Andover, MA
- Facility Plan Evaluation, Plymouth, NH
- Aeration System Blowers Upgrade, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Wet Weather Flow Capacity Projects, Lewiston-Auburn Water Pollution Control Authority, Lewiston,
- Capital Improvement Plan, Yarmouth, ME
- WWTF Upgrade, Manchester-by-the-Sea, MA
- WWTP Preliminary Design Report, Stonington, CT
- Activated Sludge Secondary Treatment System Upgrade, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- WWTP Phase II Improvements, Quonset Point, RI
- Westerly WWTP Expansion, Marlborough, MA
- New Variable Speed Drives and Blowers, Metropolitan District Commission, Hartford, CT

Sludge Handling and Dewatering

- Dewatering System Upgrades, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Anaerobic Digester Heating Evaluation, Winnepesaukee River Basin Program, Franklin, NH
- Dewatering System Upgrades, Keene, NH
- Dewatering System Upgrades, Nashua, NH
- Sludge Pumping Facilities, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Phase I Centrifuge Dewatering Improvements, Manchester, NH
- Sludge Handling Evaluation, Torrington, CT
- Dewatering Evaluation, Nashua, NH
- Evaluation of Solids Handling Options, Bion Technologies
- Sludge Disposal Study, Somersworth, NH
- Sludge Stabilization Evaluation, Natal, Brazil
- Sludge Handling Evaluation, Lebanon, NH
- Sludge Management Cost Handbook Review, EPA

Pump Stations / Collection System

- Flow Metering Upgrade, Winnepesaukee River Basin Program, Franklin NH
- Maiden Lady Cover Pump Station, Force Main Evaluation, Winnepesaukee River Basin Program, Franklin, NH
- Tenney Mountain Pump Station #4, Force Main Evaluation and Upgrades, Plymouth, NH
- Fairground Road Sewer Settlement Evaluation and Upgrade, Plymouth, NH
- Pump Stations Replacement and SCADA/Telemetry Upgrade, Manchester, NH. West Side Pump Station Screening Upgrade, Manchester, NH. Pump Station Evaluation, Manchester, NH
- Crescent Road Pump Station, Manchester, NH West Side Pump Station, Manchester, NH

TABLE I-1. SUMMARY OF ESTIMATED STAFF EFFORT (HOURS) AND COSTS BY TASK FOR HOME OFFICE SERVICES
CONSTRUCTION PHASE SERVICES FOR THE NASHUA WWTF HEADWORKS UPGRADE PROJECT
NASHUA, NH

TASK DESCRIPTIONS Typical Salary Rate	Principal-in-Charge \$67.00	Project Manager \$53.00	Sr. Technical Advisor \$47.25	Sr. Project Engineer \$35.00	Project Engineer \$31.25	Sr. Project Engineer - Civil \$42.00	Sr. Project Architect \$44.50	Sr. Project Engineer - Structural \$53.00	Project Engineer - Mechanical \$43.00	Sr. Project Engineer - Instrument. \$45.00	Sr. Project Engineer - Electrical \$53.00	CADD Operator \$25.00	Admin. Assistant \$17.50	TOTAL HOURS	NON-LABOR	SUBS	DIRECT LABOR COST	TOTAL
1 Bidding Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0.00
2A Construction Administration	12	96	10	320	180	8	84	56	88	108	100	16	92	1170	\$4,250	\$3,500	\$46,186	\$143,900.00
3A O&M Manual	0	2	0	16	50	0	0	0	4	8	4	12	24	120	\$1,115	\$0	\$3,593	\$12,000.00
3B Record Drawings	0	2	0	4	16	0	0	0	0	0	0	72	4	98	\$488	\$0	\$2,616	\$8,200.00
3C Start-up	0	16	0	80	60	0	0	0	0	32	8	0	8	204	\$1,611	\$0	\$7,527	\$23,800.00
TOTAL HOURS	12	116	10	420	306	8	84	56	92	148	112	100	128	1592	\$7,465	\$3,500	\$60,021	\$187,900.00

Direct Labor \$60,021
Indirect Labor \$100,829
Non-Labor \$7,465
Subcontractor \$3,500
Sub Markup \$0
Fixed Fee \$16,085
Total Fee \$187,900.00

TABLE I-2. SUMMARY OF ESTIMATED STAFF EFFORT (HOURS) AND COSTS BY TASK FOR FIELD OFFICE SERVICES
CONSTRUCTION PHASE SERVICES FOR THE NASHUA WWTF HEADWORKS UPGRADE PROJECT
NASHUA, NH

TASK DESCRIPTIONS	Resident Project Representative	Assistant RPR	Administrative Assistant	TOTAL HOURS	NON-LABOR	TOTAL LABOR	
Flat Billing Rate	\$104.13	\$50.00	\$40.00				
2B Resident Services	1300	0	0	1300	\$38	\$135,363	15 Months, 2.5 d/wk, 8 hrs/d
TOTAL HOURS	1300	0	0	1300	\$38	\$135,363	

TASK 2B

Labor
Non-Labor
Total Fee

\$135,363
\$38
\$135,400.00



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016

Memo #16-129

TO: MAYOR DONCHESS
FINANCE COMMITTEE

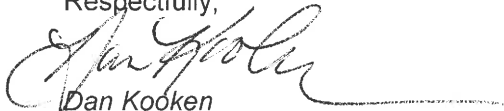
SUBJECT: CHANGE ORDER #1 FOR THE PURCHASE OF POLYMER (VALUE: \$130,000)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACCOUNT CLASSIFICATION: 61 SUPPLIES & MATERIALS

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated March 24, 2016 for the information related to this purchase.

The original contract, pursuant to NRO § 5-78 Major purchases (greater than \$10,000), was awarded in the amount of \$120,000. Change Order 1 increases the contract by \$130,000 bringing the new contract total if approved to \$250,000.

The Wastewater Department Superintendent, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of Change Order #1 for this purchase in the amount of **\$130,000 to Polydyne of Riceboro, GA.**

Respectfully,


Dan Kooker
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016
From: David A. Simmons, Superintendent
Wastewater Department
Re: Polymer Change order #1

E. Motion: To approve the Change Order #1 in the amount of \$130,000 to the purchase order for the purchase of polymer from Polydyne of Riceboro, GA. Funding will be through Department: 169 - Wastewater; Fund: Wastewater; Account Classification: 61 Supplies & Materials.

Attachments: Vendor quote

Discussion: Polymer is used at the Wastewater Treatment Facility to coagulate the sludge used in the presses. In FY15, with the introduction of the new Huber Presses, a new polymer was required. We conducted bench testing and selected a polymer from Polydyne and we have been using that product since last May.

We had estimated an annual cost of \$120,000 for polymer, but due to the extra time it has taken us to fine tune the process and the sludge characteristics constantly changing, our annual estimate was off and we will need another \$130,000 for the rest of the year. There are funds available in the chemical budget for the additional costs.

Even with the additional costs in polymer usage we have seen a savings from Casella averaging \$18,000/month for the last four (4) months, for a total anticipated savings overall of \$162,000. So, even with the increase in polymer costs, we are anticipating a net savings of \$32,000.



Emailed to: osbornen@nashuanh.gov

February 11, 2015

Ms. Noelle Osborne
City of Nashua
Sawmill Road
Nashua, NH 03060

Subject: Polymer Price Quotation

Dear Ms. Osborne:

Polydyne Inc. is pleased to offer the City of Nashua the following price quotation:

PRODUCT	PRICE	PACKAGE
CLARIFLOC® NE-2067	\$1.03/LB. DELIVERED \$1.03/LB. DELIVERED \$0.98/LB. DELIVERED	2300 LB. TOTES LTL BULK – 2,000 GAL MIN. FULL BULK

Quotation Period: Firm through June 30, 2016.

Delivery Terms:

3 - 4 Days A.R.O. - Totes (Please allow for one month to build inventory after notice of award).

5 – 10 Days A.R.O. - Bulk Deliveries

Payment Terms: Net 30 days – No Discounts

Thank you for your business.

If you have any questions, feel free to contact Alex Krantz, Technical Sales Representative, at (856) 745-1936. To place an order, please call (800) 848-7659 or visit our website at www.polydyneinc.com.

Best regards,

Boyd Stanley
Business Manager



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 31, 2016
Memo #16-130

TO: MAYOR DONCHESS
FINANCE COMMITTEE


SUBJECT: CHANGE ORDER #1 FOR ADDITIONAL WORK FOR NEWTON DRIVE FORCEMAIN
(VALUE: \$5,400)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACCOUNT CLASSIFICATION: 54 PROPERTY SERVICES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated March 24, 2016 for the information related to this purchase.

The original contract was awarded in the amount of \$9,900. Change Order #1 in the amount of \$5,400 for a new contract total of \$15,300 is over \$10,000. Pursuant to NRO § 5-78 Major purchases (greater than \$10,000) this contract now requires Finance Committee approval.

The Wastewater Department Superintendent, Board of Public Works (March 24, 2016) and the Purchasing Department recommend the award of Change Order #1 for this additional work in the amount of **\$5,400 to Crisp Contracting of Nashua, NH.**

Respectfully,



Dan Kookan
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 24, 2016

From: David A. Simmons, Superintendent
Wastewater Department

Re: Additional Work by Crisp Contracting for Newton Drive Forcemain

G. Motion: To approve Change Order #1 to the purchase order to Crisp Contracting of Nashua, NH in the amount of \$5,400 for the Newton Drive Force Main repairs. Funding will be through: Department: Department: 169 - Wastewater; Account Classification: 54 Property Services.

Attachments: Crisp Contracting Additional Costs

Discussion: Bids were sought from 3 contractors in February to replace the forcemain at Newton Drive. The original forcemain was installed in 1966 and has numerous holes in it. Crisp Contracting was the low bidders to replace the entire forcemain from outside the pump station into the upstream manhole for amount of \$9,900. The forcemain was installed on March 3-4. However, the work could not be completed since the existing forcemain was encased in concrete just outside the pump station precluding the Contractor from connecting to the outlet pipe from the interior manifold piping.

The additional costs are to core a new hole into the pump station, cut the interior manifold pipe, and install a new section of manifold piping from the existing manifold to the new forcemain. The price includes all materials, by-pass pumping and any other costs. In addition, a new hole will be cored into the upstream manhole to better align the forcemain flow with the existing flow through the manhole. This additional work comes to \$5,400. The new forcemain cannot be put into service until this additional work is completed.

Final contract amount will be \$15,300.



Crisp Contracting LLC
7 Bartlett Ave
Nashua, NH 03064

Phone: (603) 886-1984
Email: crispcontracting@gmail.com
Fax: (603) 886-8776

City of Nashua Wastewater
2 Sawmill Road
Nashua , NH 03062

Estimate # 001039
Date 03/14/2016

Description	Quantity	Rate	Total
Newton Drive: Extra Work	1.0	\$5,400.00	\$5,400.00
Additional work to core - new opening with boot - \$3,200.00			
Interior pump station work to connect to new line - \$2,200.00			
Total - \$5,400.00			
*City to pump down and blast out pump station			

Subtotal	\$5,400.00
Total	\$5,400.00